

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: Introduction: March 17, 2015
Regular Agenda: March 24, 2015

CONTACT PERSON/PHONE: Valerie Herrera (915) 212-1517,
herreravm@elpasotexas.gov

DISTRICT(S) AFFECTED: District 8

SUBJECT:

An ordinance granting a special privilege license to the El Paso Downtown Management District for the installation, maintenance, use, and repair of three (3) custom bike racks within a portion of City right-of-way at (1) the intersection of East Sixth Avenue and South El Paso Street, (2) 813 South El Paso Street, and (3) 562 East San Antonio Avenue, penalty as provided in City Code 15.08.125 (NESV2015-00002).

BACKGROUND / DISCUSSION:

The applicant is requesting a Special Privilege License (NESV2015-00002) to install, maintain, use, and repair three (3) custom bicycle racks in the downtown area. Funding for this program was secured by the Downtown Management District and provided by three sources: the El Paso Community Foundation, the City of El Paso's Sustainability Program and the Downtown Management District.

The program is intended to steadily build downtown amenities and infrastructure, including bicycle infrastructure. When the program is complete, five new bike racks will be installed in the downtown area identifying various sub-districts and major downtown entrances/intersections, including the Union Plaza District, the Arts District, the Shopping District, the port of entry located at El Paso St. and the Federal Courthouse. Two of the five bike racks have been installed; the proposed special privilege would enable the installation of the remaining three, adding 36 bicycle parking spaces to the downtown area. In total, the program supports 60 bicycle parking spaces.

PRIOR COUNCIL ACTION:

On April 15, 2014, Council approved a special privilege for one bike rack located in the Union Plaza area.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Mathew S. McElroy, Director
Planning and Inspections Department

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO THE EL PASO DOWNTOWN MANAGEMENT DISTRICT FOR THE INSTALLATION, MAINTENANCE, USE, AND REPAIR OF THREE (3) CUSTOM BIKE RACKS WITHIN A PORTION OF CITY RIGHT-OF-WAY AT (1) THE INTERSECTION OF EAST SIXTH AVENUE AND SOUTH EL PASO STREET, (2) 813 SOUTH EL PASO STREET, AND (3) 562 EAST SAN ANTONIO AVENUE, PENALTY AS PROVIDED IN CITY CODE 15.08.125.

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 the El Paso Downtown Management District (hereinafter referred to as the “Grantee”), for the installation, maintenance, use and repair of three (3) custom bike racks within a portion of City right-of-way at (1) the intersection of East Sixth Avenue and South El Paso Street (“Downtown Bike Rack”), (2) 813 South El Paso Street (“Shopping District Bike Rack”), and (3) 562 East San Antonio Street (“El Paso Bike Rack”).

SECTION 2. LICENSE AREA

The surface rights are granted herein along a portion of right-of-way at (1) the intersection of East Sixth Avenue and South El Paso Street, (2) 813 South El Paso Street, and (3) East San Antonio Street, City of El Paso, El Paso County, Texas. A rendering showing the proposed custom bike racks, design specifications and site plan to install the custom bike racks are attached as Exhibit A and are made a part hereof for all purposes (hereinafter referred to as “License Area”). The agreement with the Texas Department of Transportation authorizing such uses along the State Rights of Way is attached hereto as Exhibit “B” and incorporated herein by this reference.

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way for the installation, maintenance, use and repair of three (3) custom bike racks. Grantee agrees to restore the License Area to the reasonable satisfaction of the City, in accordance with applicable City specifications and any applicable state or federal law, which includes restoration to allow for pedestrian access.

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 right-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 as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the three (3) custom bike racks shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, and the U.S. Government that are applicable to the construction of the three (3) custom bike racks. Work done in connection with the construction, repair and maintenance of such facility is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the three (3) custom bike racks installed 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 the approval of the City.

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. 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

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, if Grantee provides the required request, the City, through the City Manager or designee, shall have the unilateral decisionmaking power to renew this Special Privilege for two (2) additional five (5) year terms. If Grantee wishes the City to renew 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 renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Areas as permitted by this License.

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 three (3) custom bike racks 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 three (3) custom bike racks 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 until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the three (3) custom bike racks; provided, however, the City shall not be responsible nor liable for such reimbursement.

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

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. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the three (3) custom bike racks such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege, Grantee shall pay to the City SIXTY-THREE AND 60/100 DOLLARS (\$63.60) per year for the three (3) custom bike racks, plus applicable fees required by the City Code, to include, but not be limited to a technology fee and credit card fee as

set in the City's annual budget resolution. 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 installation, maintenance, use and repair of the three (3) custom bike racks, as well as all costs for the restoration of the License Area upon the termination 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 & Inspections Department. Subsequent payments shall be delivered to the Planning & Inspections Department by the first day of the month in which the license has been granted. If the special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the City within fifteen (15) days of the denial action.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the five (5) year term of the License, prior to the execution of this License. The five (5) year amount is equal to THREE HUNDRED AND EIGHT AND 46/100 DOLLARS (\$308.46). Said \$308.46 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire five (5) 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 5 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 three (3) custom bike racks 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 installation, 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 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 homeowner's 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 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 or certificate of insurance with Financial Services Department and the Planning & 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 three (3) custom bike racks or a portion thereof or ceases to use the three (3) custom bike racks 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 installation of the three (3) custom bike racks, 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 custom bike rack 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.

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 installation, replacement, reconstruction, maintenance, and repair of the custom bike rack within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate e 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 N. Campbell, 2nd floor
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning & Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 N. Campbell, 1st floor
El Paso, Texas 79901

GRANTEE: El Paso Downtown Management District
201 E. Main, Suite 107
El Paso, Texas 79901
ATTN: Joe Gudenrath, Executive Director

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 License 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 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 inaction of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2014.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kristen L. Hamilton-Karam
Assistant City Attorney

Mathew S. McElroy, Director
Planning & Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2015.

GRANTEE:

By: _____, as _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2015, by _____, as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires

EXHIBIT A: RENDERINGS

Unit 5: El Paso Proposed Bicycle Rack

562 East San Antonio Avenue
El Paso, TX 79901

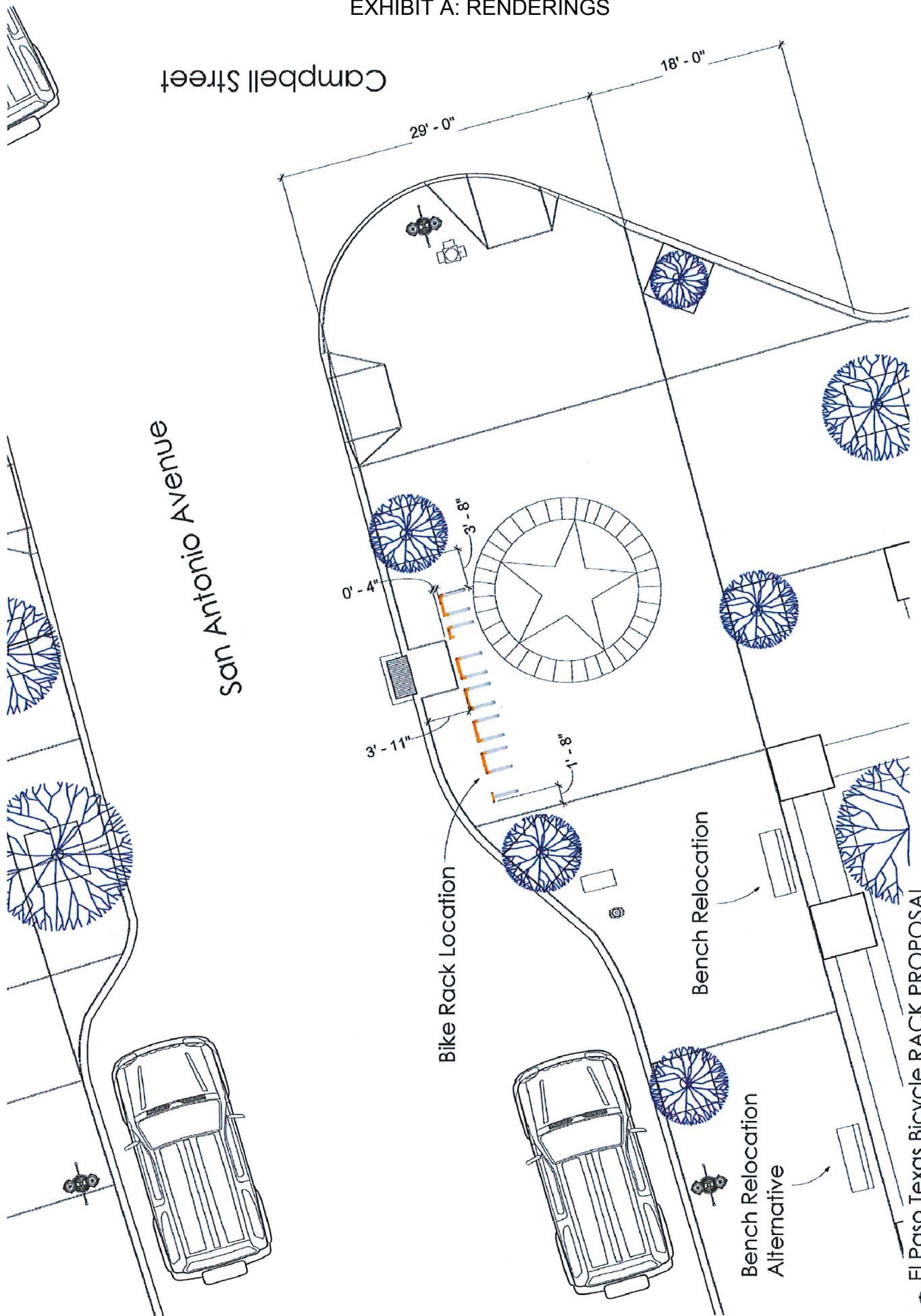


The location of this bicycle rack is directly in the middle of most of the Government offices in Downtown El Paso. The choice for this district was in front of the El Paso County Courthouse. This location will provide the maximum possible exposure by being visible from oncoming traffic from San Antonio Avenue.

11 Bicycle Space Availability
Bicycle Rack Dimension 3' x 19' 6"



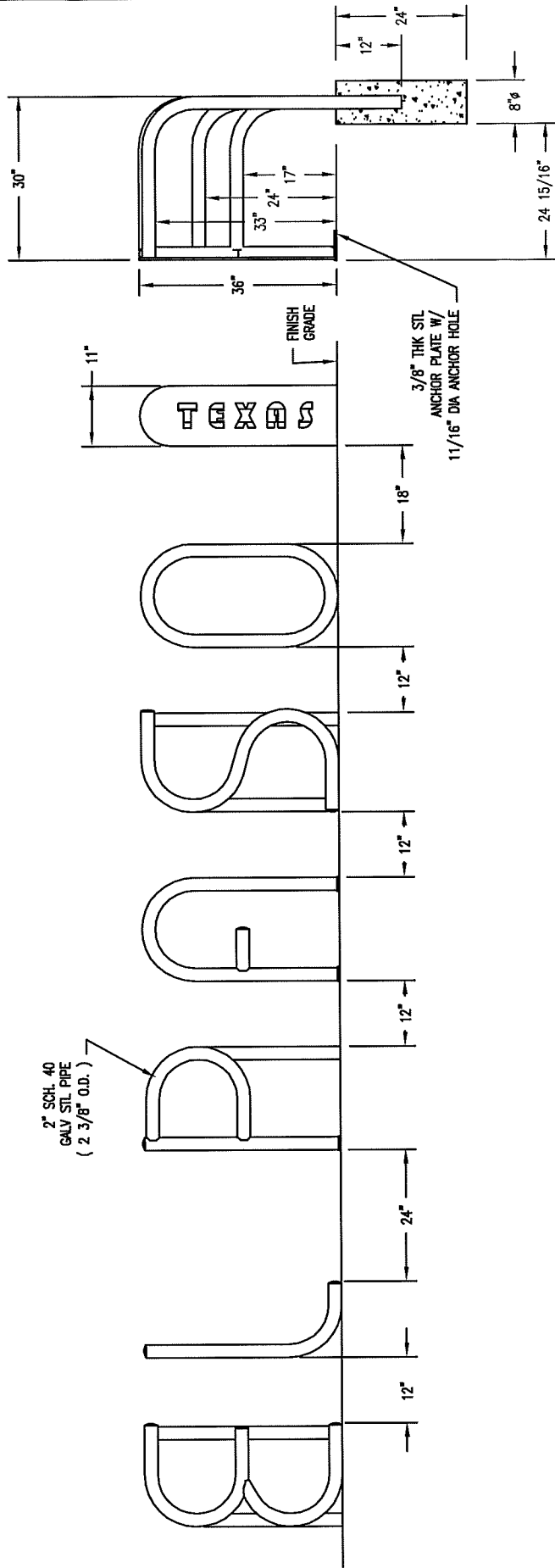
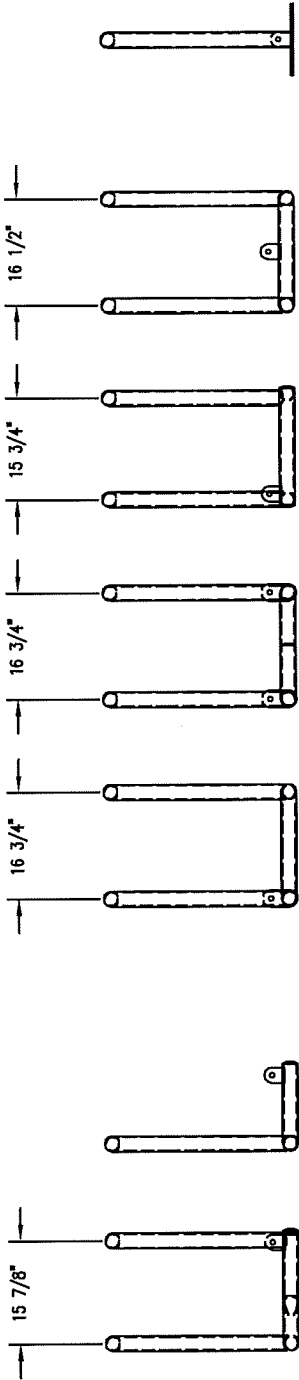
EXHIBIT A: RENDERINGS



El Paso Texas Bicycle Rack Proposal

SCALE: 1/4" = 1'

EXHIBIT A: RENDERINGS




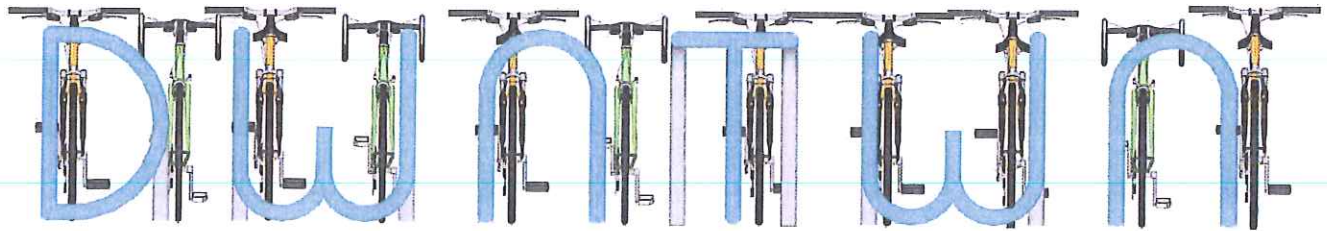
 DuMor, inc.	BIKE RACK EL PASO TEXAS		DATE DRAWN : 11/21/13 DRAWN BY : RDH	REV. A	DRAWING NUMBER	FOOTING DETAIL	SHEET 1 OF 1
			DATE REV. : REV. BY :				

EXHIBIT A: RENDERINGS

Unit 4: Downtown Proposed Bicycle Rack

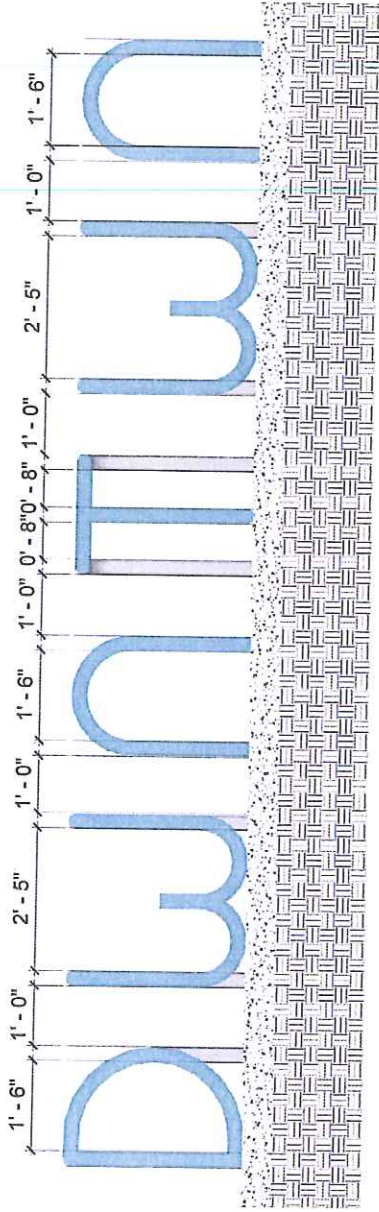
East 6th Avenue
El Paso, TX 79901



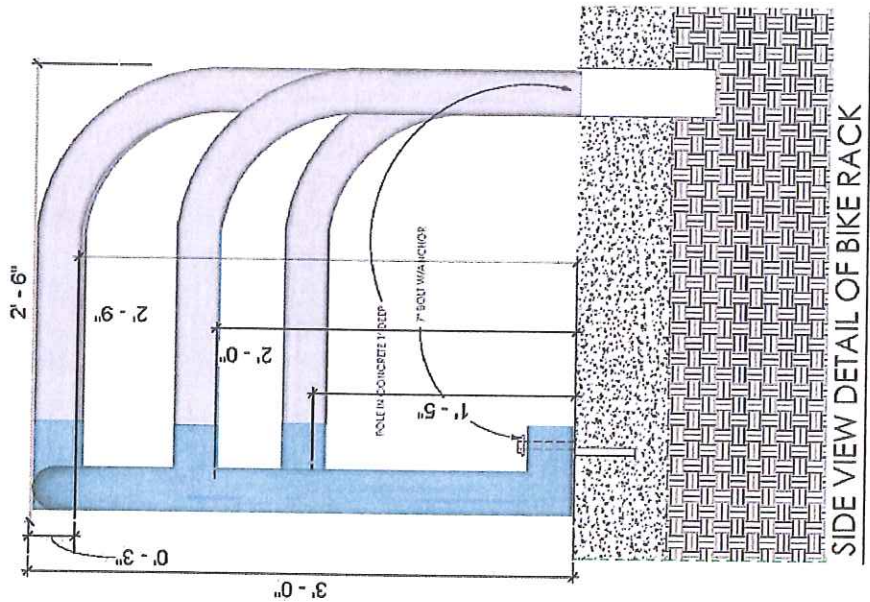
This bike rack will be located in the main corridors entering the downtown area and will serve as a welcoming point. This bike rack will not only serve its sole purpose of storing bikes, but will also brand the entrance into downtown.

12 Bicycle Space Availability





FRONT VIEW DETAIL OF BIKE RACK



SIDE VIEW DETAIL OF BIKE RACK

BIKE RACK SPECIFICATIONS

1. DIMENSION
HEIGHT 3'
WIDTH 2'6"
2. ANCHORING
7" BOLT W/ANCHOR
1' POLE IN CONCRETE
3. POWDER COATING COLOR
R83 G213 B219

EXHIBIT A: RENDERINGS

DOWNTOWN BIKE RACK PROPOSAL #1
SCALE 1/8" = 1'

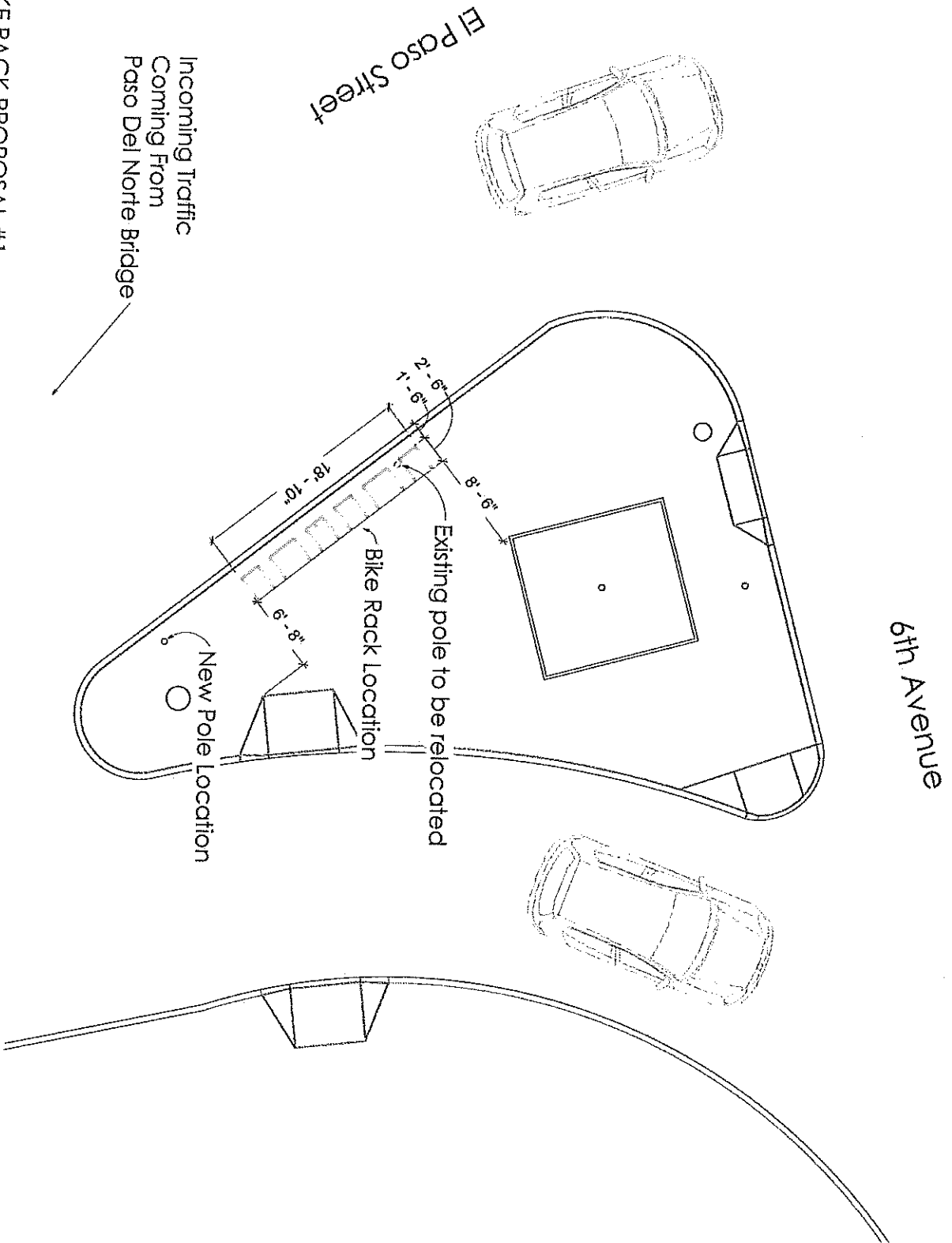
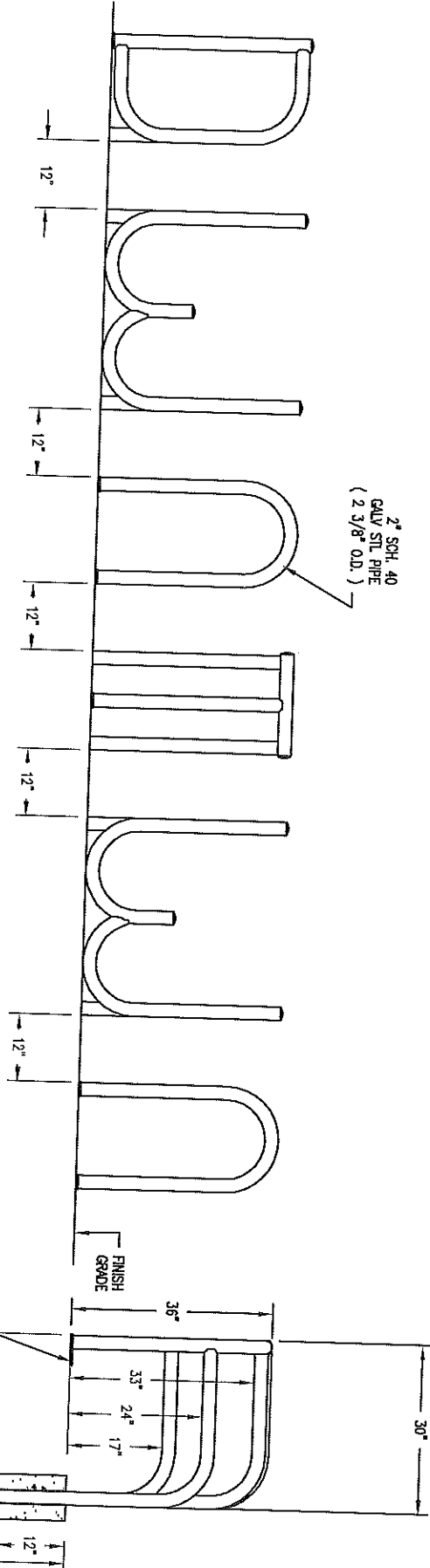
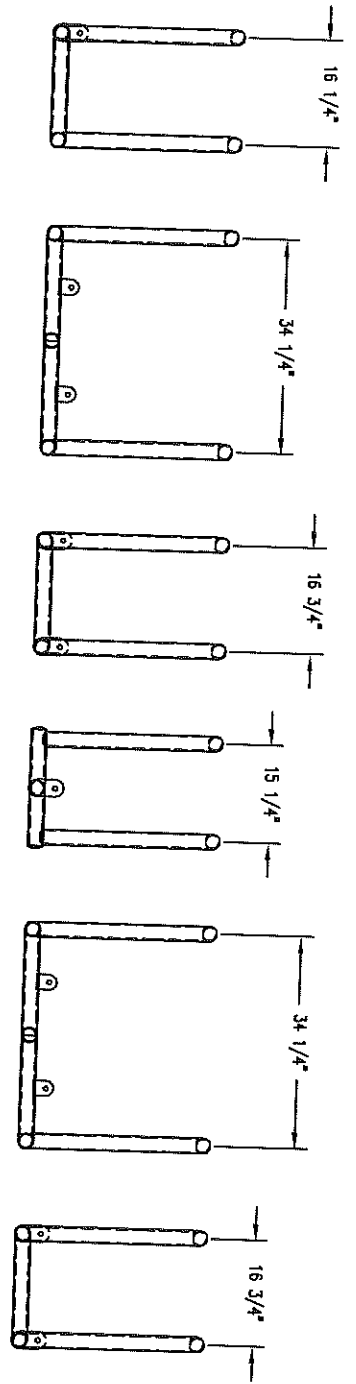


EXHIBIT A: RENDERINGS



3/8" THK STL ANCHOR PLATE W/ 11/16" DIA ANCHOR HOLE

FINISH GRADE



BIKE RACK
DWNMTMN

DATE DRAWN : 11/21/13
DRAWN BY : RDH
DATE REV. :
REV. BY :

REV. A
DRAWING NUMBER

FOOTING DETAIL

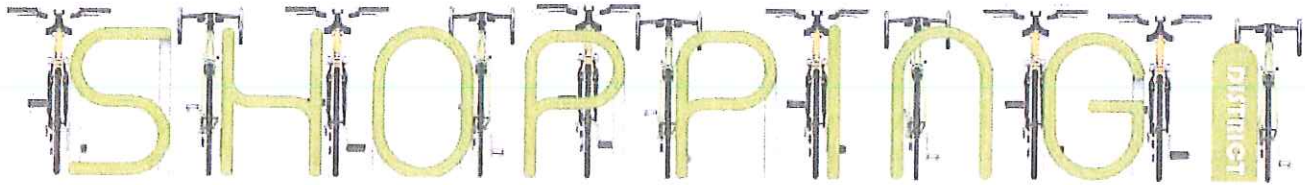
SHEET
1 OF 1

EXHIBIT A: RENDERINGS

Unit 3: Shopping District Proposed Bicycle Rack

813 South El Paso Street

El Paso, TX 79901

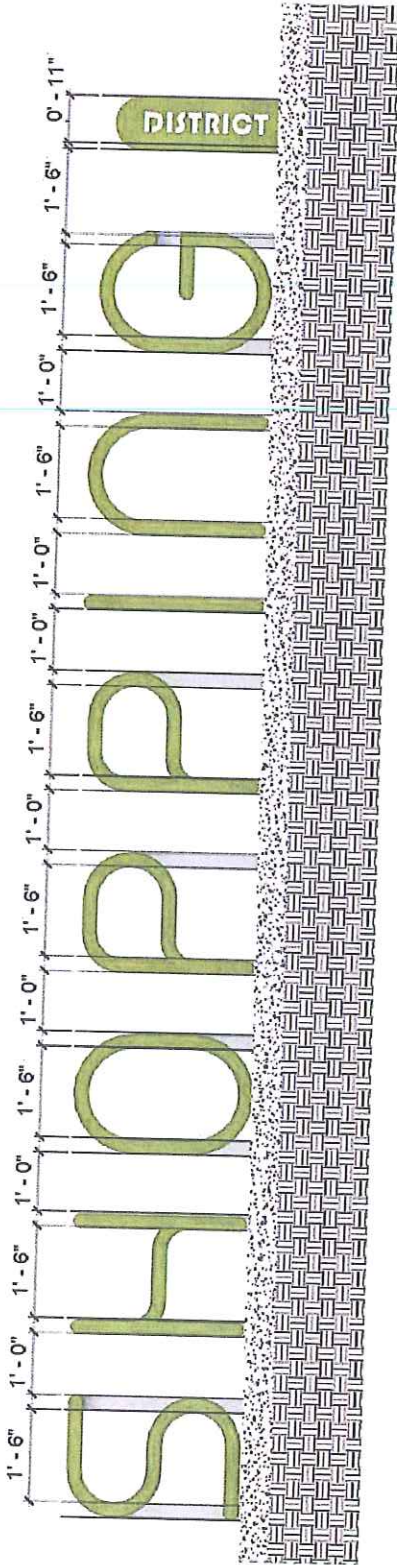


El Paso Street is a major street that brings a lot of traffic the Downtown El Paso, especially to the Shopping District. This specific location allows bicycle riders to leave their transportation secure while they go shopping on El Paso Street.

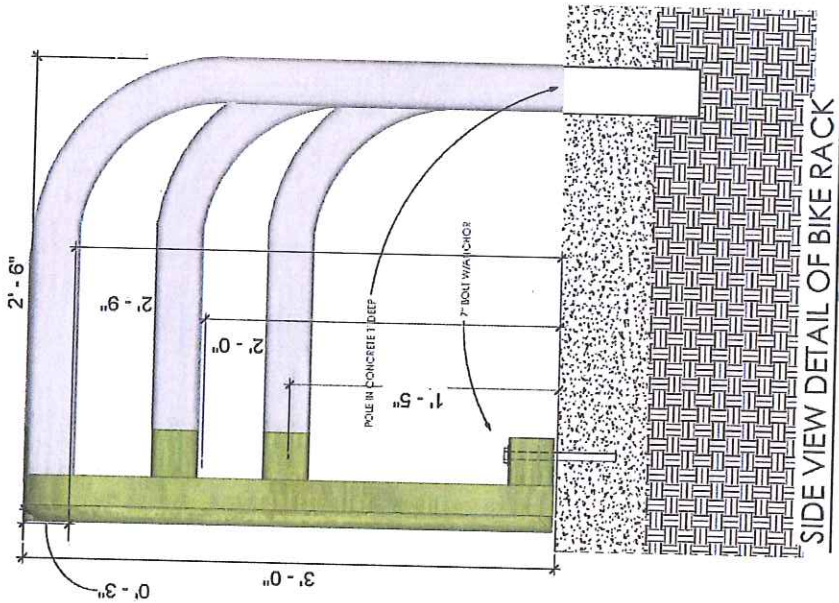
The basis for the selection of this site was to mark the entrance to the Shopping District. El Paso Street serves as the street that connects to the Arts and Entertainment Districts. Providing bicycle parking at the entrances of the Shopping District encourages riders to go shopping while leaving their mode of transportation safely secured.

13 Bicycle Space Availability





FRONT VIEW DETAIL OF BIKE RACK

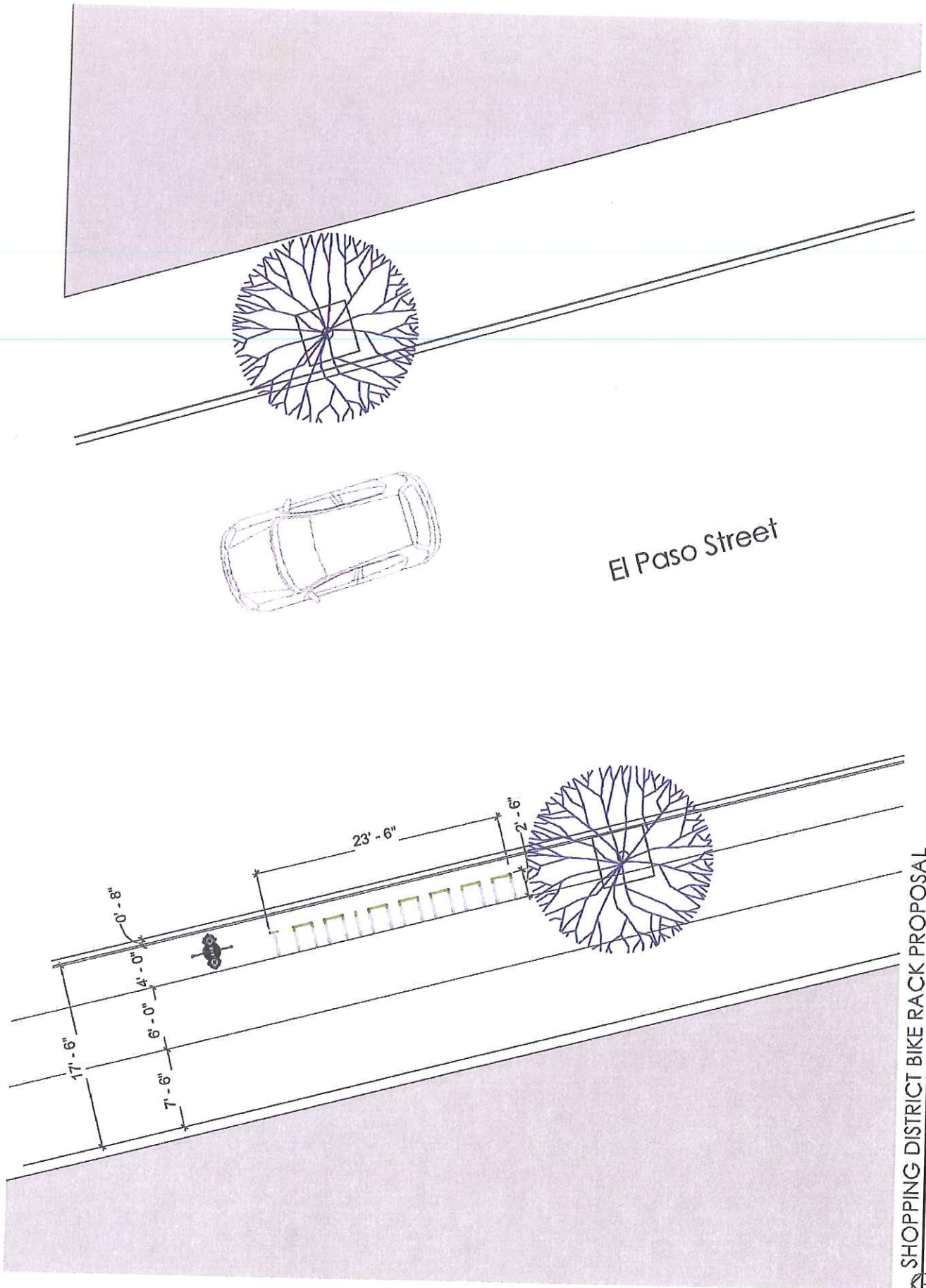


SIDE VIEW DETAIL OF BIKE RACK

BIKE RACK SPECIFICATIONS

1. DIMENSION
HEIGHT 3'
WIDTH 2'6"
2. ANCHORING
7" BOLT W/ANCHOR
1' POLE IN CONCRETE
3. POWDER COATING COLOR
Dark Green # R0 G88 B38

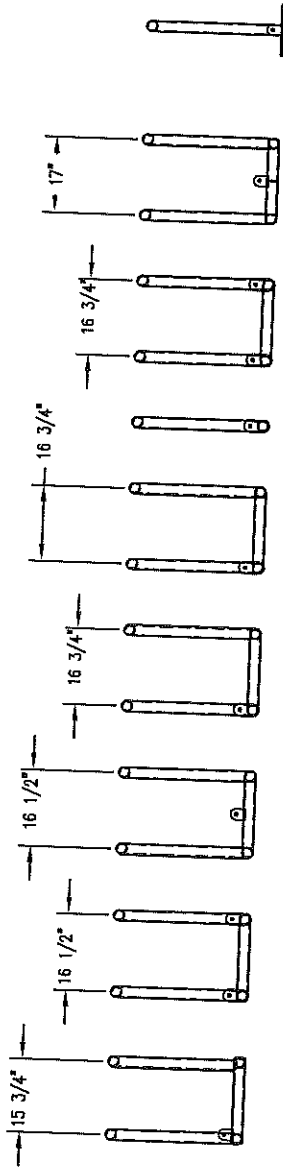
EXHIBIT A: RENDERINGS



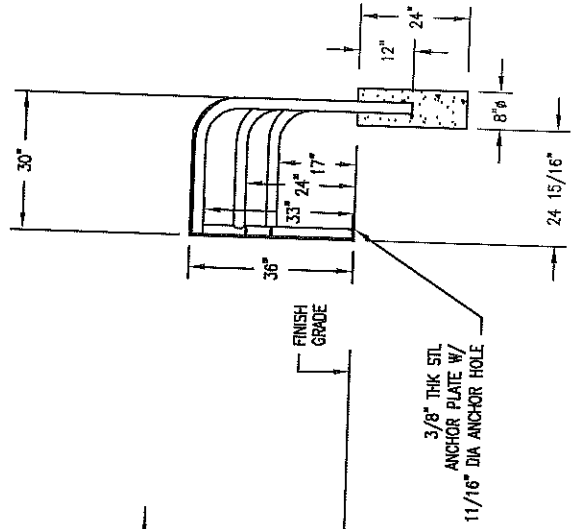
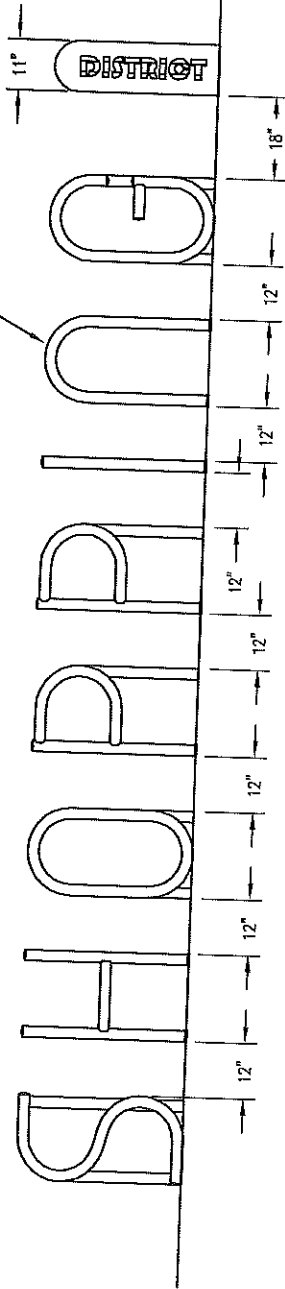
El Paso Street

SHOPPING DISTRICT BIKE RACK PROPOSAL

EXHIBIT A: RENDERINGS



2" SCH. 40
GALV. STL. PIPE
(2 3/8" O.D.)



BIKE RACK
SHOPPING DISTRICT

DATE DRAWN : 11/21/13
DRAWN BY : RDH
DATE REV. :
REV. BY :

REV. A

DRAWING
NUMBER

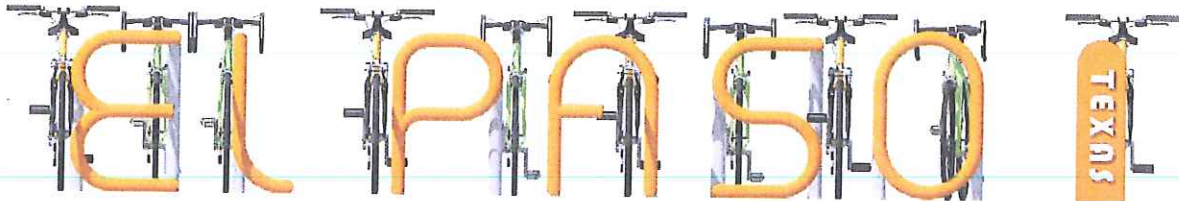
FOOTING DETAIL

SHEET
1 OF 1

EXHIBIT A: RENDERINGS

Unit 5: El Paso Proposed Bicycle Rack

562 East San Antonio Avenue
El Paso, TX 79901

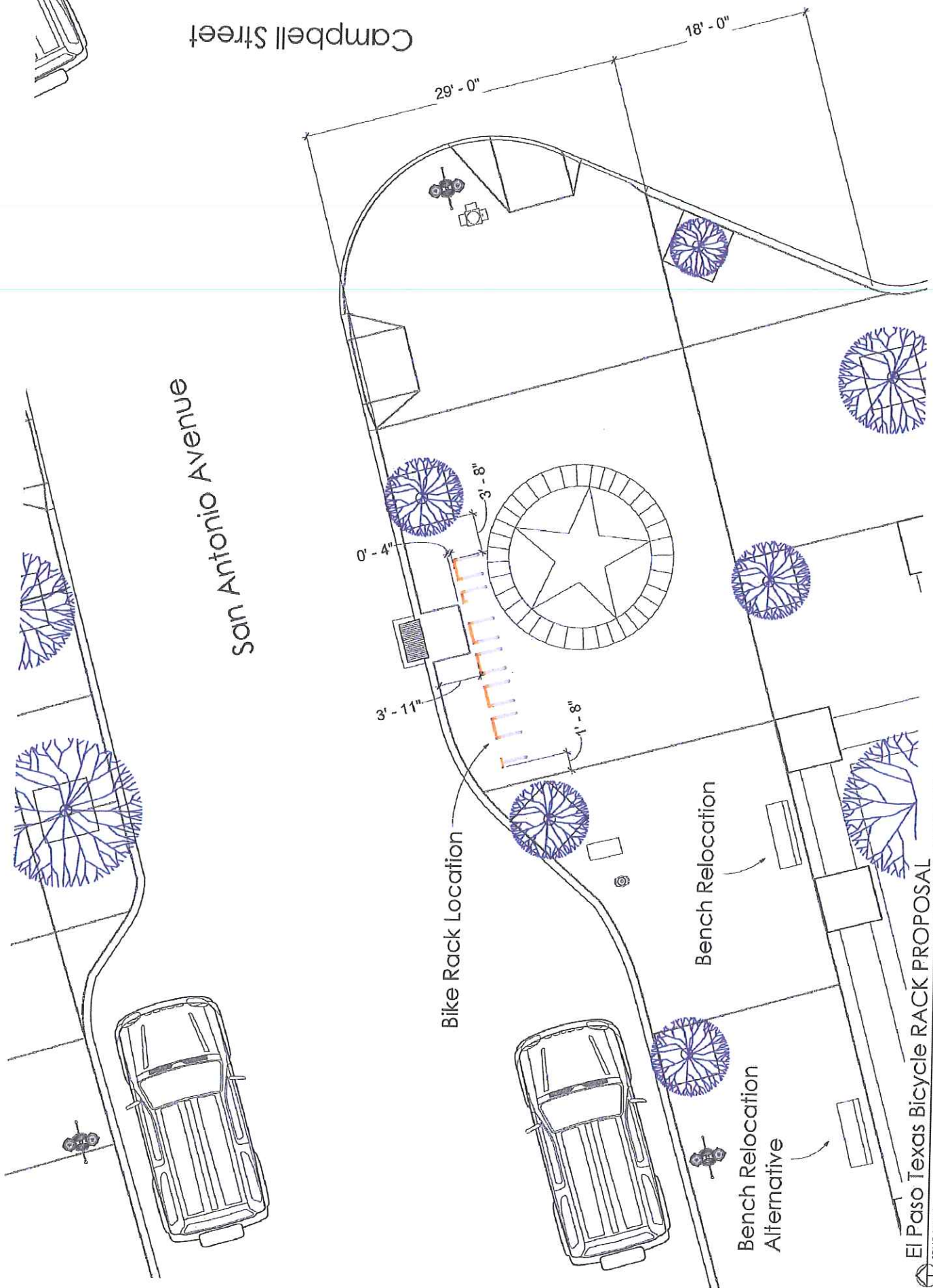


The location of this bicycle rack is directly in the middle of most of the Government offices in Downtown El Paso. The choice for this district was in front of the El Paso County Courthouse. This location will provide the maximum possible exposure by being visible from oncoming traffic from San Antonio Avenue.

11 Bicycle Space Availability
Bicycle Rack Dimension 3' x 19' 6"

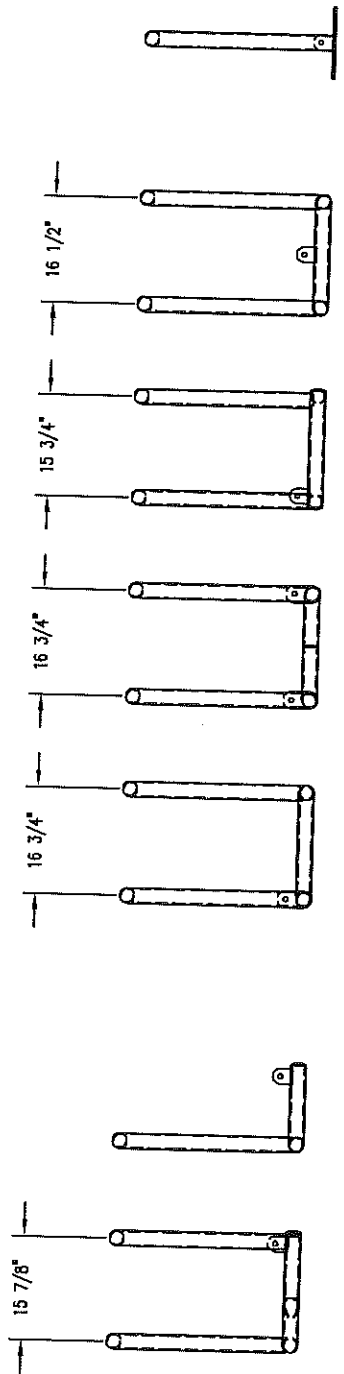


EXHIBIT A: RENDERINGS

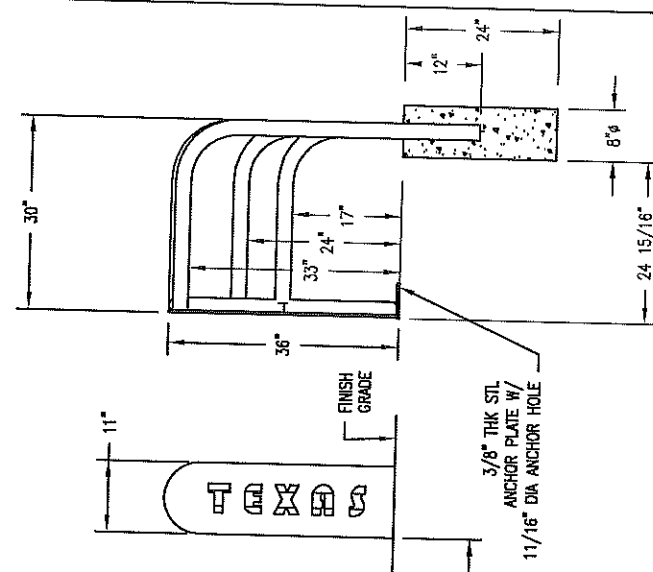
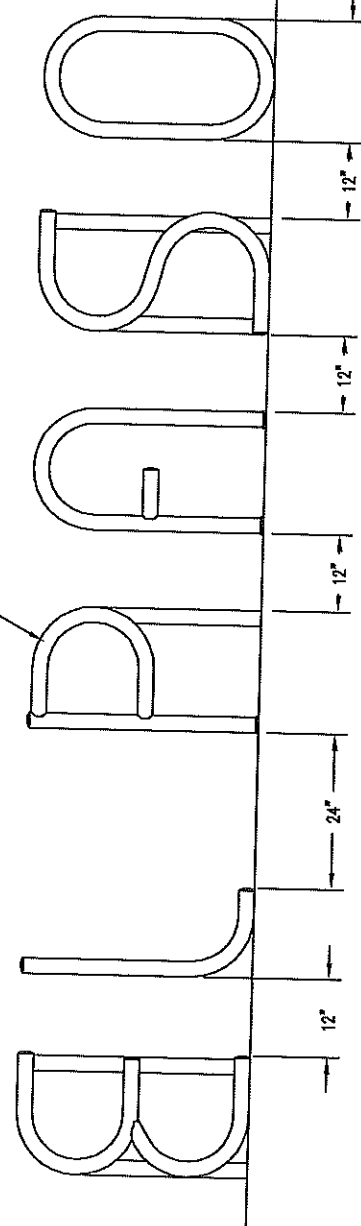



El Paso Texas Bicycle RACK PROPOSAL
SCALE: 1/4" = 1'

EXHIBIT A: RENDERINGS



2" SCH. 40
GALV. STL. PIPE
(2 3/8" O.D.)



 DuMor, inc.	BIKE RACK EL PASO TEXAS		DATE DRAWN : 11/21/13 DRAWN BY : RDH DATE REV. : REV. BY :	REV. A	DRAWING NUMBER	FOOTING DETAIL	SHEET 1 OF 1
	FOOTING DETAIL						

2/6/2015

James Stevenson, P.E.
TxDOT
13301 Gateway Blvd. West
El Paso, TX 79928-5410

Elizabeth Gibson
Program Manager
811 Texas Ave.
El Paso, TX 79901

Dear Ms. Gibson:

I am forwarding the executed Multiple Use Agreement for 2 bike racks and 14 benches on El Paso Street.

If you have any questions, please contact me at 790-4360.

Sincerely,



James Stevenson, P.E.
District Maintenance Engineer
TxDOT

cc: Frank Hernandez
Tim Twomey, P.E.

2014 DEC 11 AM 10:42



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of El Paso hereinafter called the "City", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 16th day of December, 2014, the governing body for the City, entered into Resolution/Ordinance No. 3.2, attached hereto, hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public bike racks and benches on the highway right of way, at various locations along South El Paso Street, shown graphically by the bike rack preliminary conceptual site plans in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", and shown graphically by the bench location map in Exhibit "C" and being more specifically described by the bench installation and replacement proposal in Exhibit "D", which are attached and made a part hereof;

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the state for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the state.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures,

EXHIBIT B: MUA AGREEMENT

adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps, and other pedestrian elements to be constructed, either on or off site, by the City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

EXHIBIT B: MUA AGREEMENT

If the State determines that the City has failed to comply with these responsibilities, it will perform the necessary work and charge City the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City for the use of the facility under this agreement, the City will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and the City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that the City has failed to timely remove the facility, it will perform the necessary work and charge the City the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

EXHIBIT B: MUA AGREEMENT

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. NO THIRD PARTY LIABILITY

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of El Paso. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. The City shall include TxDOT as an additional insured by endorsement in City's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be

EXHIBIT B: MUA AGREEMENT

construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (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, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

EXHIBIT B: MUA AGREEMENT

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

City of El Paso
(Mailing Address)

City of El Paso
Department of Transportation
1430 Joe Battle Blvd.
El Paso, Texas 79936-0938

23. TIMELY PAYMENT

If damage to the highway facility is caused by the City's activities contemplated herein, the State shall notify the City of such damage and the expected cost to repair upon knowledge of the damage. If the City opposes such, the City shall, within 30 days, notify the State the reasons, and a proposed alternative. After this 30 day period, the State may make the repairs, and when thereby notified by the state to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

EXHIBIT B: MUA AGREEMENT

List of Attached Exhibits:

- Exhibit A - General Layout – Bike Racks
- Exhibit B - Metes and Bounds Description – Bike Racks
- Exhibit C - General Location – Benches
- Exhibit D - Bench Installation and Replacement Proposal
- Exhibit E - Certificate of Insurance (TxDOT Form 1560)
- Exhibit F - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of El Paso on the 16th day of December, 2014, and the State on the 28th day of January, 2015.

CITY OF EL PASO

By: [Signature]
Tomás González, City Manager

Tomas Gonzalez
Printed Name

12/30/14
Date

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: [Signature]
Director, Maintenance Division

Carolyn Dill, P.E.
Printed Name

1/28/15
Date

APPROVED AS TO FORM

[Signature]
Kristen L. Hamilton-Karam
Assistant City Attorney

EXHIBIT B: MUA AGREEMENT

APPROVAL RECOMMENDED:



District Engineer

KEN BARNETT

Printed Name

1/16/15

Date

2014 DEC 11 AM 10:42

RESOLUTION

WHEREAS, the City desires to install new bicycle racks located along the highway right-of-way under the control of the Texas Department of Transportation ("TxDOT") generally located at S. El Paso Street between Sixth Street (Port of Entry) and Paisano Dr.; and

WHEREAS, the installation of these bicycle racks furthers the goals and policies of *Plan El Paso*, the City's Comprehensive Plan, by augmenting bicycle infrastructure in the Downtown area to encourage multi-modal transportation and pedestrian movement, thereby fostering a vibrant Downtown area that serves its citizens and visitors as a center for commercial, civic and cultural activity; and

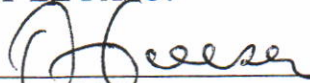
WHEREAS, the City and TxDOT desire to enter into an agreement allowing the City access to TxDOT right-of-way for the installation and maintenance of the bike racks.

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

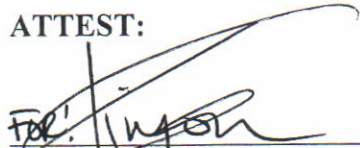
That the City Manager is authorized to enter into a TxDOT Multiple Use Agreement in substantial conformity with the Agreement attached hereto for the construction, maintenance and operation of new bike racks and benches at various locations along TxDOT right of way in Downtown El Paso.

APPROVED THIS 10th DAY OF December, 2014.


CITY OF EL PASO:


Oscar Leese, Mayor


ATTEST:

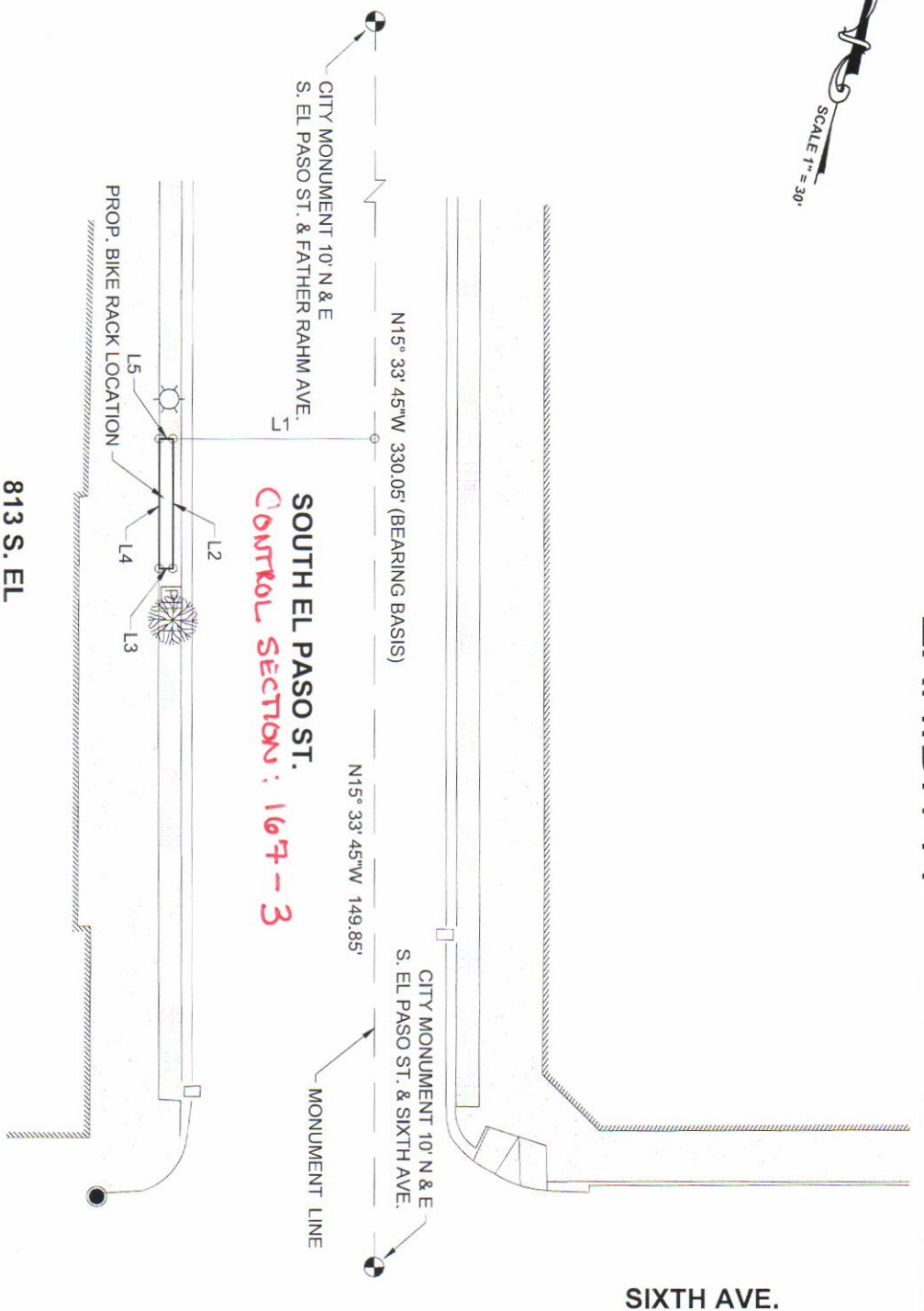

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:


Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:


Mathew S. McElroy, Director
City Development Department



LINE TABLE		
Line #	Length	Direction
L1	36.57'	S74° 26' 15"W
L2	23.50'	S15° 33' 45"E
L3	2.50'	S74° 26' 15"W
L4	23.50'	N15° 33' 45"W
L5	2.50'	N74° 26' 15"E

813 S. EL PASO ST.

SOUTH EL PASO ST.
CONTROL SECTION: 167-3

SIXTH AVE.

LEGEND

- CITY MONUMENT
- PK NAIL
- LIGHT POLE
- PARKING METER
- TREE

813 S. EL PASO ST.
PROPOSED BIKE RACK

CITY OF EL PASO
DEPARTMENT OF TRANSPORTATION



NOTES	
BEARING BASIS: FROM THE CITY MONUMENT 10' N. & E. OF THE CENTERLINE INTERSECTION OF S. EL PASO AND SIXTH; N15°33'45"W; TO THE CITY MONUMENT 10' N. & E. OF THE CENTERLINE INTERSECTION OF S. EL PASO AND FATHER RAHM	
REFERENCES: T:\SURVEY\ACAD2014\813_S_ELPASO_14\DWG\813_S_ELPASO_14.DWG	
DATE: 06/02/14	
DRAWN BY: M.A.A.	CHECKED BY:
SCALE: 1"=30'	

EXHIBIT B: MUA AGREEMENT
EXHIBIT B

BIKE RACK IN FRONT OF 813 S.EL PASO ST.

CONTROL SECTION : 167-3

A portion of the R.O.W. within the Campbell's Addition, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing City Monument 10' N & E of the centerline intersection of Sixth Ave. and South El Paso St.; Thence, North $15^{\circ} 33' 45''$ West along the monument line of South El Paso St. a distance of 149.85 feet to a point; Thence, South $74^{\circ} 26' 15''$ West a distance of 36.57 feet to the TRUE POINT OF BEGINNING of this description;

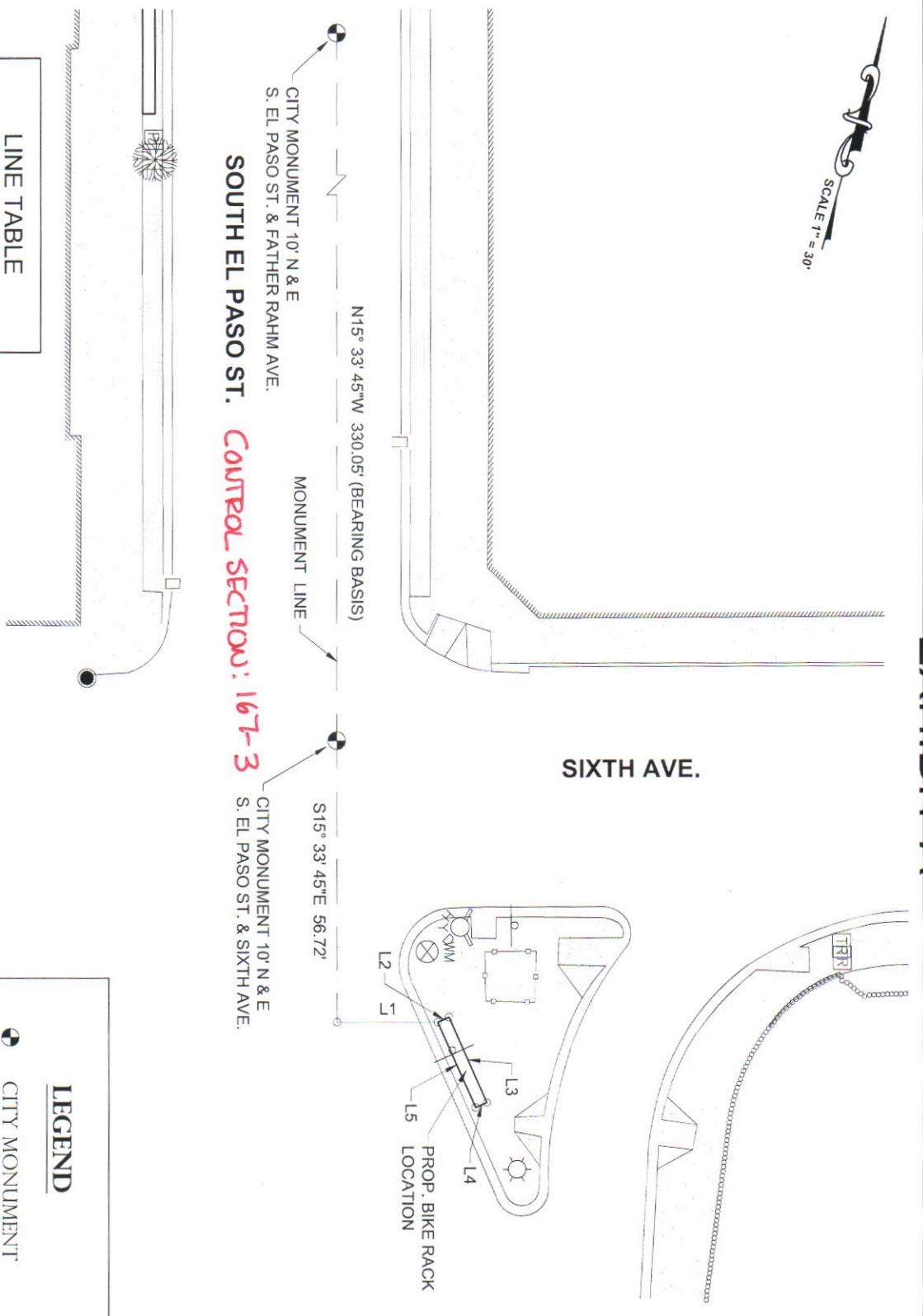
THENCE, South $15^{\circ} 33' 45''$ East a distance of 23.50 feet to a point;

Thence, South $74^{\circ} 26' 15''$ West a distance of 2.5 feet to a point;

THENCE, North $15^{\circ} 33' 45''$ West a distance of 23.50 feet to a point;

Thence, North $74^{\circ} 26' 15''$ East a distance of 2.5 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 0.0013 acres (59 Sq. Ft.) of land more or less.



LINE TABLE		
Line #	Length	Direction
L1	20.31'	N74° 26' 15"E
L2	2.50'	N50° 38' 07"E
L3	18.83'	S39° 21' 53"E
L4	2.50'	S50° 38' 07"W
L5	18.83'	N39° 21' 53"W

LEGEND

-  CITY MONUMENT
-  PK NAIL
-  LIGHT POLE
-  PARKING METER
-  TRAFFIC SIGNAL BOX
-  SIGN POLE
-  TREE

NOTES

BEARING BASIS: FROM THE CITY MONUMENT 10' N. & E. OF THE CENTERLINE INTERSECTION OF S. EL PASO AND SIXTH; N15°33'45"W; TO THE CITY MONUMENT 10' N. & E. OF THE CENTERLINE INTERSECTION OF S. EL PASO AND FATHER RAHM
 REFERENCES:
 T:\SURVEY\ACAD2014\EP_SIXTH_14\DWG\EP_SIXTH_14.DWG

DATE: 06/04/14
 DRAWN BY: M.A.A. CHECKED BY:
 SCALE: 1"=30'

**S. EL PASO ST. @ SIXTH AVE.
 PROPOSED BIKE RACK**

CITY OF EL PASO
 DEPARTMENT OF TRANSPORTATION



EXHIBIT B: MUA AGREEMENT
EXHIBIT B

BIKE RACK S.EL PASO ST. @ SIXTH AVE.
CONTROL SECTION: 167-3

A portion of the R.O.W. within the Campbell's Addition, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing City Monument 10' N & E of the centerline intersection of Sixth Ave. and South El Paso St.; Thence, South $15^{\circ} 33' 45''$ East along the monument line of South El Paso St. a distance of 56.72 feet to a point; Thence, North $74^{\circ} 26' 15''$ East a distance of 20.31 feet to the TRUE POINT OF BEGINNING of this description;

THENCE, North $50^{\circ} 38' 07''$ East a distance of 2.50 feet to a point;

Thence, South $39^{\circ} 21' 53''$ East a distance of 18.83 feet to a point;

THENCE, South $50^{\circ} 38' 07''$ West a distance of 2.50 feet to a point;

Thence, North $39^{\circ} 21' 53''$ West a distance of 18.83 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 0.0011 acres (47 Sq. Ft.) of land more or less.

EXHIBIT D

EXHIBIT B: MJA AGREEMENT



Legend







- ✱ Remove Bench
- Replace w/ Slat Bench
- Replace w/ New Bench
- New Bench

EL PASO ST (US60) CONTROL SECTION: 167-3 LIMITS FROM: POE BRIDGE TO: PAISANO DR.

EXHIBIT B: MUA AGREEMENT
EXHIBIT D



Project Map - Total distance of walk way is about .5 miles. Project begins at 800 Block of E. El Paso Street and ends at the 200 block of S. El Paso St.

LEGEND	
Civic Center	
El Paso Museum of Art	
Starbuck's	
Paisano St.	
Port of Entry—Paso del Norte Bridge (POE)	
Project Site	

EL PASO STREET (US 62)
CONTROL SECTION: 167-3
LIMITS FROM: POE BRIDGE
TO: PAISANO DRIVE

NIP Proposal for new bench



installations

Coordinates

Location: 814 S. El Paso St.

*31°45'7.48" N
106°29'13.68" W*

Next to tree to provide shaded seating.



Location: 706 S. El Paso St.

*Coordinates
31°45'10.72" N
106°29'15.30" W*

Next to tree to provide shaded seating.



El Paso Central Business Association
Your downtown representative.

301 N. Mesa Ste. 420
El Paso, TX 79901
Phone: 915.533.2656
Fax: 915.533.5385
E-mail: director@elpasocba.com

NIP Proposal for new bench



installations

Coordinates

Location: 706 S. El Paso St.

31° 45' 11.09" N

106° 29' 14.79" W

Tree close to bench to provide shade.



Coordinates

Location: 605 S. El Paso St.

31° 45' 14.27" N

106° 29' 16.41" W

Next to tree for shaded seating.



El Paso Central Business Association
Your downtown representative.

301 N. Mesa Ste. 420
El Paso, TX 79901
Phone: 915.533.2656
Fax: 915.533.5385
E-mail: director@elpasocba.com



NIP Proposal for new bench installations

Location: 623 S. El Paso St.

Coordinates
31° 45' 12.92" N
106° 29' 16.03" W

High pedestrian traffic during morning and weekend.



Location: 610 S. El Paso St.

Coordinates
31° 45' 14.06" N
106° 29' 15.16" W

Next to tree to provide shaded seating.



El Paso Central Business Association
Your downtown representative.

301 N. Mesa Ste. 420
El Paso, TX 79901
Phone: 915.533.2656
Fax: 915.533.5385
E-mail: director@elpasocba.com

NIP Proposal for new bench installation



Coordinates
31°45'13.21" N
106°29'15.41" W

Location: 611 S. El Paso St. Next to tree for shaded seating.



Coordinates
31°45'16.94" N
106°29'16.64" W

Location: 508 S. El Paso St.

Next to tree to provide shaded seating.



El Paso Central Business Association
Your downtown representative.

301 N. Mesa Ste. 420
El Paso, TX 79901
Phone: 915.533.2656
Fax: 915.533.5385
E-mail: director@elpasocba.com

EXHIBIT B: MUA AGREEMENT
EXHIBIT D



NIP Proposal for new bench installation and removal

Location: 517 S. El Paso St.

Coordinates

31°45'16.47" N

106°29'17.08" W

Install new bench close to tree to provide shaded seating and closer to a BigBelly and remove old bench (yellow arrow)



*Remove
existing
bench*

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Your downtown representative.

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E-mail: director@elpasocba.com



NIP Proposal for bench replacements only (8 total)

Locations: 714 S. El Paso St., 615 S. El Paso St. & 528 S. El Paso St.



714 S. El Paso St.

Transborder Bus Stop

COORDINATES
31° 45' 10.28" N
106° 29' 14.51" W



615 S. El Paso St.

COORDINATES
31° 45' 13.70" N
106° 29' 16.23" W



528 S. El Paso St.

COORDINATES
31° 45' 15.44" N
106° 29' 16.15" W

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E-mail: director@elpasocba.com

EXHIBIT B: MUA AGREEMENT
EXHIBIT D



NIP Proposal for bench replacements only

Locations: 402 S. El Paso St. & 503 S. El Paso St.

COORDINATES
31° 45' 21.04" N
106° 29' 17.92" W



402 S. El Paso St.



503 S. El Paso St.

COORDINATES
31° 45' 17.61" N
106° 29' 17.46" W

El Paso Central Business Association
Your downtown representative.

301 N. Mesa Ste. 420
El Paso, TX 79901
Phone: 915.533.2656
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EXHIBIT B: MUA AGREEMENT
EXHIBIT F

Form 2044 (Rev. 06/2013)
Page 8 of 9

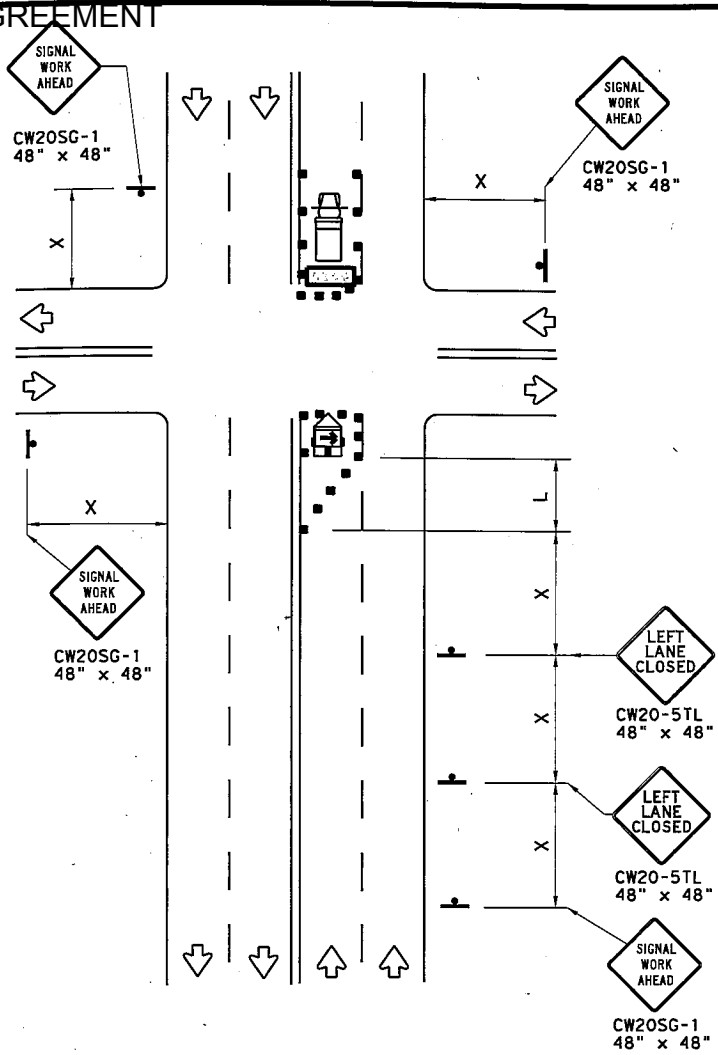
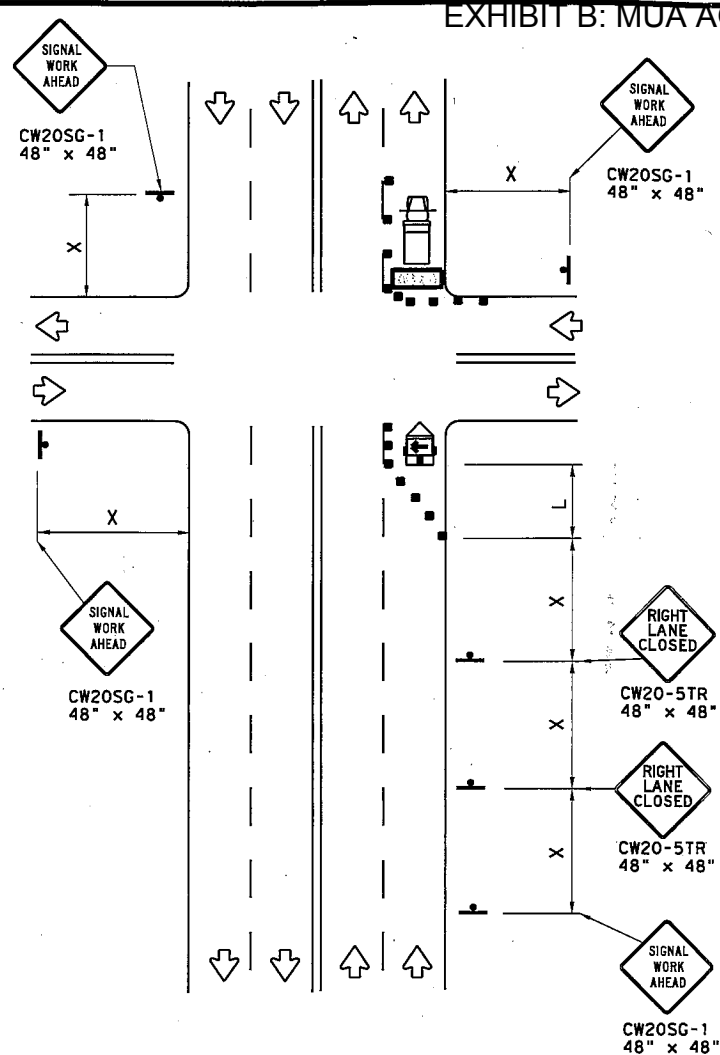
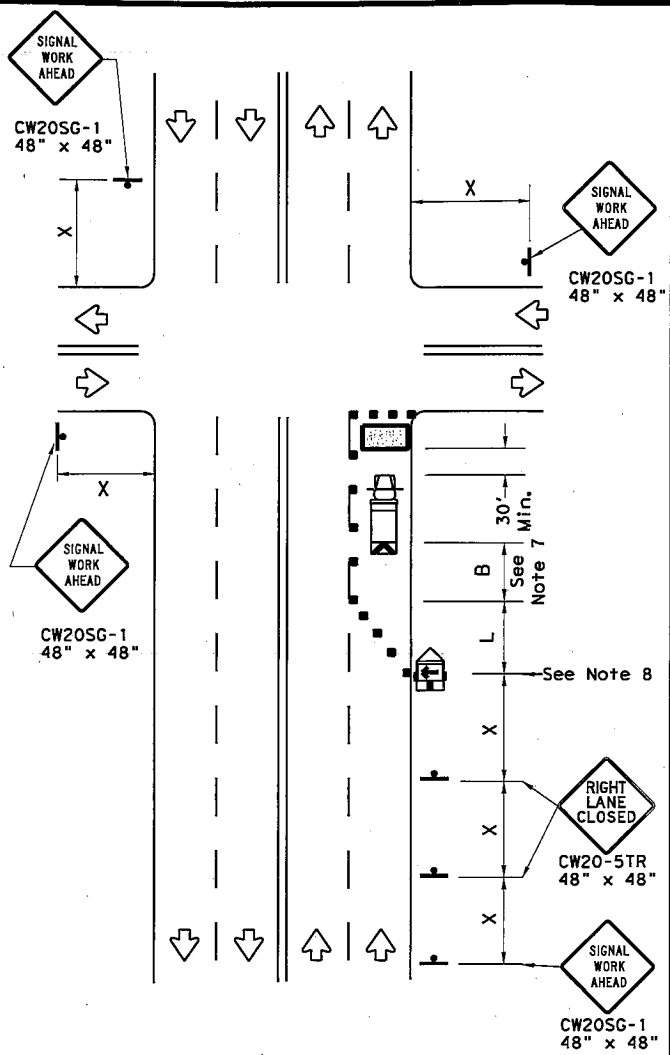
ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT B: MUA AGREEMENT

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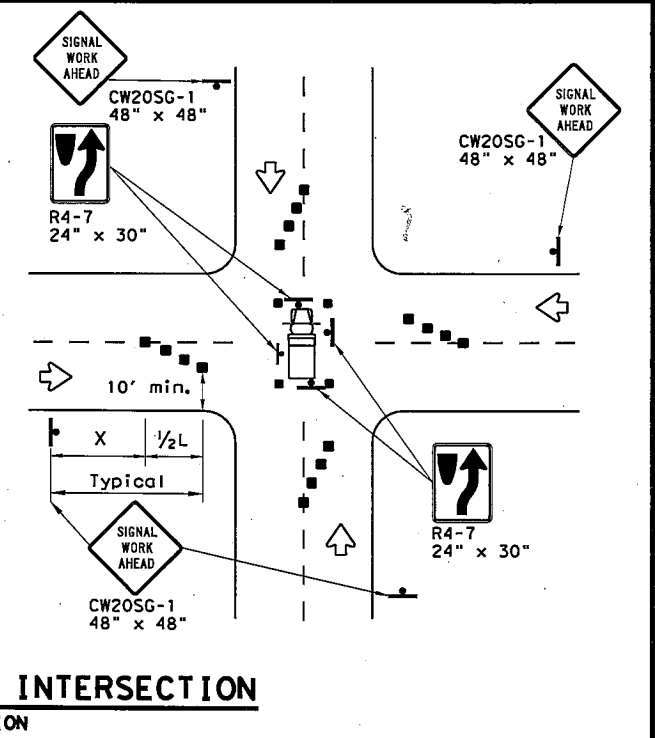
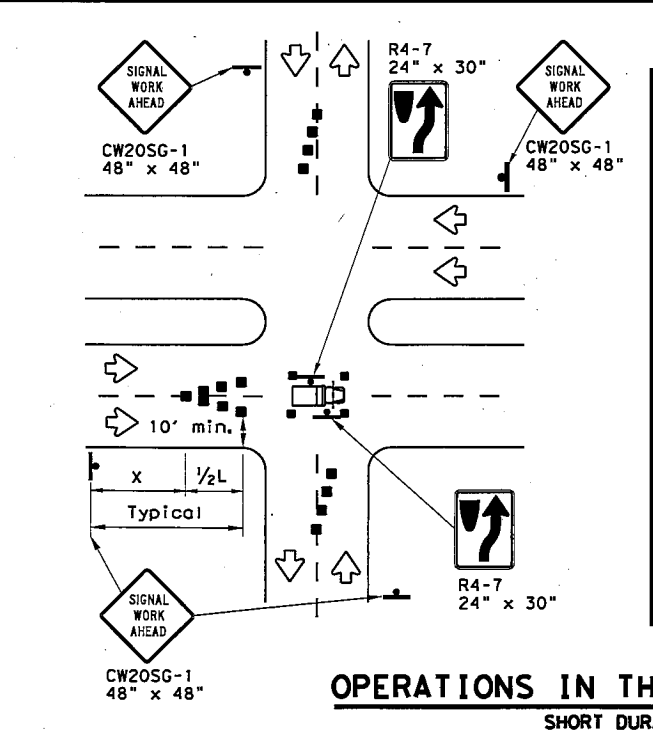
LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75	L = WS	750'	825'	900'	75'	150'	900'	540'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

WORKERS IN BUCKET TRUCKS SHALL NOT WORK ABOVE OPEN LANES OF TRAFFIC.



GENERAL NOTES

- The minimum size channelizing device is the 28" cone. 42" Two-piece cones, drums, vertical panels or barricades will be required when the device must be left unattended at night.
- Obstructions or hazards at the work area shall be clearly marked and delineated at all times.
- Flaggers and Flagger Symbol (CW20-7) signs may be required according to field conditions.
- Vehicles parked in roadway shall be equipped with at least two high intensity rotating, flashing, oscillating or strobe type lights.
- High level warning devices (flag trees) may be used at corners of the vehicle.
- When work operations are performed on existing signals, the signals may be placed in flashing red mode when approved by the engineer. If existing signals do not have power, All-Way Stop (R1-1 and R1-3P) signs may be implemented when approved by the engineer.
- For Short-Term Stationary work the buffer space "B" from the above table should be used if field conditions permit. For Short Duration (less than 1 hour) any buffer space provided will enhance the safety of the setup.
- The arrow board at this location may be omitted for Short Duration work if the work vehicle has an arrow board in operation. As an option, the arrow board may be placed at the end of the taper in the closed lane if space is not available at the beginning of the taper.
- Signs and devices for the NEAR SIDE LANE CLOSURE may be altered for a left lane closure by using a LEFT LANE CLOSED (CW20-STL) and adding channelizing devices on the centerline to protect the work space from opposing traffic.

SHEET 1 OF 2

Texas Department of Transportation
 Traffic Operations Division Standard

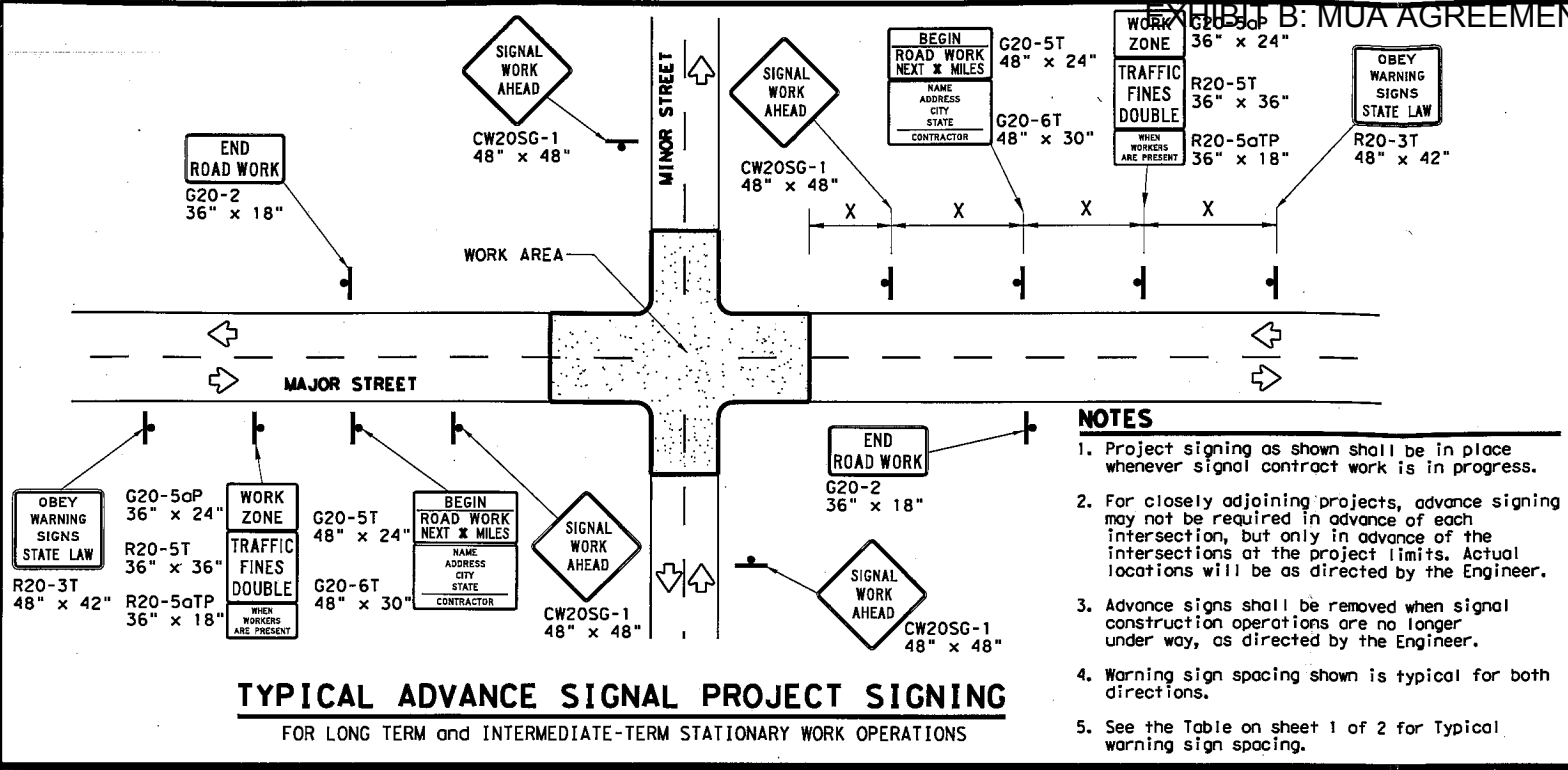
TRAFFIC SIGNAL WORK TYPICAL DETAILS

WZ (BTS-1) - 13

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TYPICAL ADVANCE SIGNAL PROJECT SIGNING
FOR LONG TERM and INTERMEDIATE-TERM STATIONARY WORK OPERATIONS

- NOTES**
1. Project signing as shown shall be in place whenever signal contract work is in progress.
 2. For closely adjoining projects, advance signing may not be required in advance of each intersection, but only in advance of the intersections at the project limits. Actual locations will be as directed by the Engineer.
 3. Advance signs shall be removed when signal construction operations are no longer under way, as directed by the Engineer.
 4. Warning sign spacing shown is typical for both directions.
 5. See the Table on sheet 1 of 2 for Typical warning sign spacing.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Signs shall be installed and maintained in a straight and plumb condition.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer.
6. The Contractor shall furnish the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD).
7. The Contractor shall furnish sign supports and substrates listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD), installed as per the manufacturer's recommendations.
8. Temporary signs that have damaged or cracked substrates and/or damaged or marred reflective sheeting shall be replaced as directed by the Engineer.
9. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1".
10. Damaged wood posts shall be replaced. Splicing wood posts will not be allowed.

DURATION OF WORK

1. Work zone durations are defined in Part 6, Section 6G.02 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

SIGN MOUNTING HEIGHT

1. Sign height of Long-term/Intermediate-term warning signs shall be as shown on Figure 6F-1 of the TMUTCD.
2. Sign height of Short-term/Short Duration warning signs shall be as shown on Figure 6F-2 of the TMUTCD.
3. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered, unless otherwise approved by the Engineer.
2. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night without damaging the sign sheeting. Burlap, or heavy materials such as plywood or aluminum shall not be used to cover signs.
3. Duct tape or other adhesive material shall NOT be affixed to a sign face.
4. Signs and anchor stubs shall be removed and holes back filled upon completion of the work.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the requirements of the DMS and color usage table shown on this sheet.

SIGN SUPPORT WEIGHTS

1. Weights used to keep signs from turning over should be sandbags filled with dry, cohesionless material.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber, such as fire inner tubes, shall not be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

LEGEND

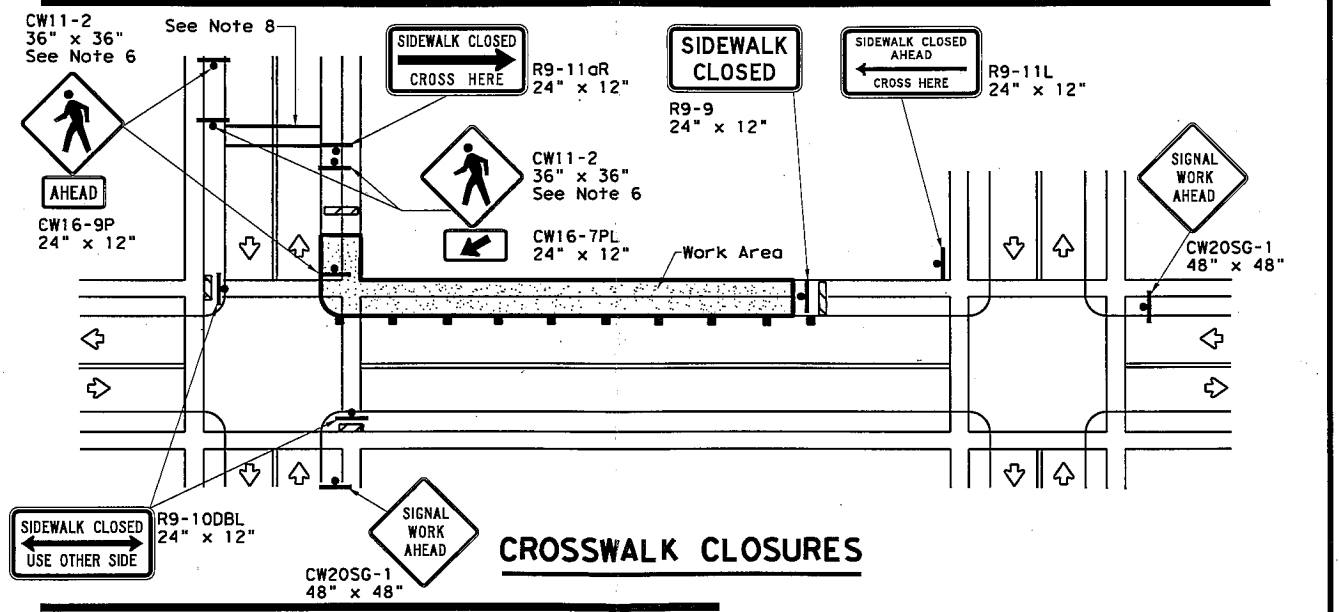
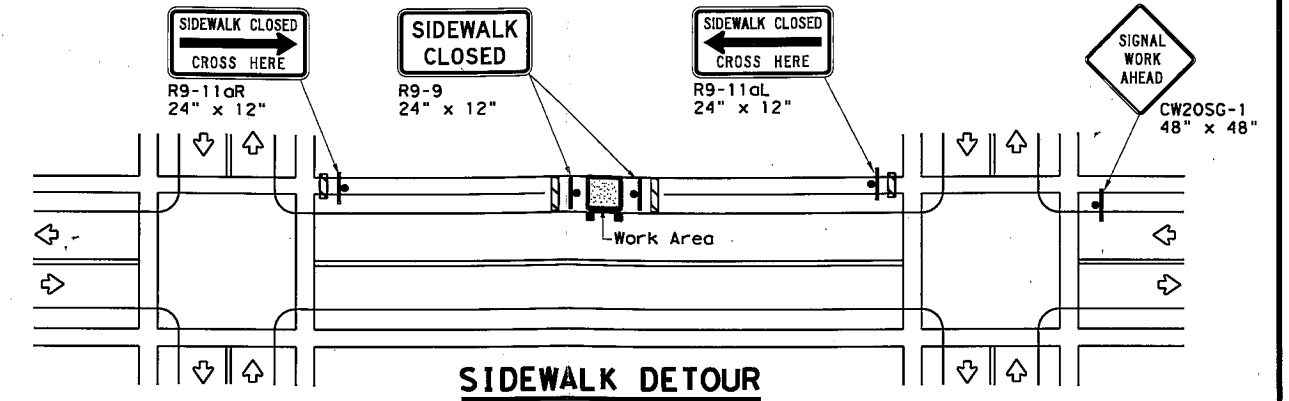
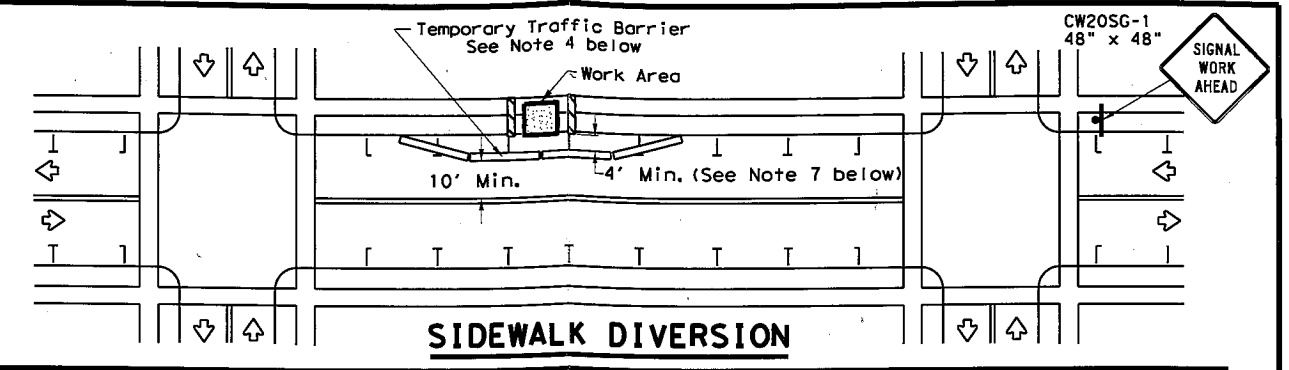
	Sign
	Channelizing Devices
	Type 3 Barricade

DEPARTMENTAL MATERIAL SPECIFICATIONS

SIGN FACE MATERIALS	DMS-8300
FLEXIBLE ROLL-UP REFLECTIVE SIGNS	DMS-8310

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B _{FL} OR TYPE C _{FL} SHEETING
WHITE	BACKGROUND	TYPE A SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm



PEDESTRIAN CONTROL

1. Holes, trenches or other hazards shall be adequately protected by covering, delineating or surrounding the hazard with orange plastic pedestrian fencing or longitudinal channelizing devices, or as directed by the Engineer.
2. "CROSSWALK CLOSURES" as detailed above will require the Engineer's approval prior to installation.
3. R9 series signs shown may be placed on supports detailed on the BC standards or CWZTCD list, or when fabricated from approved lightweight plastic substrates, they may be mounted on top of a plastic drum at or near the location shown.
4. For speeds less than 45 mph longitudinal channelizing devices may be used instead of traffic barriers when approved by the Engineer. Attenuation of blunt ends and installation of water filled devices shall be as per BC(9) and manufacturer's recommendations.
5. Location of devices are for general guidance. Actual device spacing and location must be field adjusted to meet actual conditions.
6. Where pedestrians with visual disabilities normally use the closed sidewalk Detectable Pedestrian Barricades should be used instead of the Type 3 Barricades shown.
7. The width of existing sidewalk should be maintained if practical.
8. Pavement markings for mid-block crosswalks shall be paid for under the appropriate bid items.
9. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

TRAFFIC SIGNAL WORK BARRICADES AND SIGNS

WZ(BTS-2)-13

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