

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

DEPARTMENT: Department of Transportation

AGENDA DATE: Introduction: May 3, 2011
Public Hearing: May 10, 2011

CONTACT PERSON/PHONE: Mirian Spencer (915) 541-4482, spencermd2@elpasotexas.gov

DISTRICT(S) AFFECTED: 6

SUBJECT:

An Ordinance granting a Special Privilege License to Ysleta Independent School District for the construction, installation, maintenance, and repair of two (2) subsurface HVAC conduit facilities within portions of City right-of-way beneath Davis Street for a term of twenty years with two renewable twenty year terms. SPL11-00002 (District 6).

BACKGROUND / DISCUSSION:

Ysleta Independent School District (YISD) is in the process of remodeling Ysleta High School, and as a part of the construction two (2) HVAC conduit facilities are being proposed to cross beneath Davis Street. The conduit facilities are adjacent to Ysleta High School and the existing Central plant and are necessary to provide for HVAC piping associated with the renovation of Ysleta High School.

YISD will pay the City the lump sum of \$14,877.47 which is the net present value of annual payments of \$1,000.00 per year for the initial twenty (20) year term, calculated at 3% interest. The El Paso City Council retains the right to change the annual fee specified in this License during any renewal periods.

YISD will be required to notify the City of their intent to renew the special privilege three months prior to the expiration date, and the El Paso City Council has the sole option to renew. The City retains the right to change the terms, conditions and provisions of the license as a condition for renewing the grant of the encroachment.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

The Development Coordinating Committee Approved the special privilege application (SPL11-00002) for the temporary right-of-way closure on March 16, 2011. The YISD School Board Approved the special privilege application and proposed Ordinance at the April 13, 2011 School Board Meeting.

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

DEPARTMENT HEAD:

Daryl W. Cole, Director – Department of Transportation

Information copy to appropriate Deputy City Manager

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO YSLETA INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF TWO (2) SUBSURFACE HVAC CONDUIT FACILITIES WITHIN PORTIONS OF CITY RIGHT-OF-WAY BENEATH DAVIS STREET FOR A TERM OF TWENTY YEARS WITH TWO RENEWABLE TWENTY YEAR TERMS.

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 (hereinafter called "License") to Ysleta Independent School District (hereinafter referred to as the "Grantee") for the construction, installation, future maintenance, and repair of two (2) subsurface HVAC conduit facilities within portions of City right-of-way along Davis Street as shown in Exhibit "A" which is made a part hereof for all purposes (hereinafter referred to as "Conduit"). Use of the City right-of-way shall be limited to the purpose of allowing the installation, maintenance and repair of HVAC conduit facilities.

SECTION 2. LICENSE AREA

The subsurface rights granted herein under portions of right-of-way along Davis Street to install the Conduit is more particularly shown in Exhibit "B" which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. PURPOSE

The only City right-of-way Grantee shall use pursuant to this License shall be License Area shown for the construction of the Conduit described in Exhibit B attached hereto. Any use of the License Area other than in connection with the construction, use, maintenance, reconstruction, or modification of the Conduit is not authorized by this License. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, his 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.

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 placing, constructing, replacing, repairing, reconstructing, or maintaining the Conduit shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the Conduit. Work done in connection with the construction, repair and maintenance of such facilities is subject to the continuing police power of the City.

All pavement cuts shall comply with the provisions of Chapter 13.04 (Street and Sidewalk Construction and Maintenance) and Chapter 13.08 (Excavations) of the El Paso City Code.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Conduit built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the City right-of-way shall be so carried out as to interfere as little as practical with the surface use of the City right-of-way 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. After installation of the Conduit, Grantee shall restore the City right-of-way to substantially the same condition as before any such boring, excavation, or trenching and to the reasonable satisfaction of the City, in accordance with applicable City specifications.

Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, its 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 Conduit 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 same, at the expense of Grantee. In the event City removes or abates the Conduit as provided herein, Grantee shall not be compensated for the loss of the Conduit, or revenues associated with the Structure, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the Conduit.

SECTION 5. TERM

This Special Privilege shall be for a term of twenty (20) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for two (2) additional twenty (20) year terms upon the request of the Grantee and approval of the El Paso City Council. 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 Area 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 conduits, 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 City right-of-way 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 Conduit. If the City requires Grantee to, alter, change, adapt, or relocate the Conduit, due to imminent public safety concerns, because of changes in the grade of the City right-of-way 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 Conduit or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, 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 Conduit; 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 City right-of-way 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 Conduit, such alteration or change or relocation shall be made by Grantee when ordered in writing by the Traffic Engineer 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 the lump sum of FOURTEEN THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND 47/100 (\$14,877.47), which is the net present value of an annual payment of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per year for the initial term, calculated at 3% interest. The El Paso City Council retains the right to change the annual fee specified in this License during any renewal periods.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notices) of this License for any renewal period. This License is granted on the condition the grantee pays for all costs associated with the Conduit, as well as all costs for the restoration of the License Area upon the termination of the License.

The consideration shall be due and owing prior to 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 Department of Transportation for remittance to the Financial Services Department. If the Special Privilege is disapproved by the 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 consideration 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.

The fee payment shall be exclusive of and in addition to all assessments for public improvements except as hereinafter provided as may be enacted during the term of this License or any renewal. The fee established in this section shall not be affected by any relocation of Grantee's Conduit 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

Grantee asserts that it is self-insured.

SECTION 10. 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 Conduit or a portion thereof or ceases to use the Conduit 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 Conduit, 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 11. 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.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove its Conduit located in the Licensed Area at no cost to the City. When said Structure is removed from the Licensed Area, Grantee shall restore all pavement or base, damaged, or removed during the term of this License, if any, at Grantee's own cost and expense, as determined by the City Engineer and in accordance with City specifications. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the pavement as required by the City, the City may at its option restore the pavement and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

SECTION 12. RECORDS

The El Paso City Council and the Traffic Engineer or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of its rights under this License, including the construction, replacement, reconstruction, maintenance, and repair of the Conduit within the City right-of-way. 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 within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 13. 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
#2 Civic Center Plaza 10th Floor
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Department of Transportation
7968 San Paulo Drive
El Paso, Texas 79915

with copy to: City of El Paso
ATTN: Financial Services – Capital Assets Division
#2 Civic Center Plaza 7th Floor
El Paso, Texas 79901

GRANTEE: Ysleta Independent School District
ATTN: Jim Booher, AIA NCARB, LEED AP
9600 Sims
El Paso, Texas 79925

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

SECTION 14. 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 15. 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 16. ADMINISTRATION OF LICENSE

The Traffic Engineer 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 Traffic Engineer.

SECTION 17. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, his 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. EFFECTIVE DATE

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

PASSED AND APPROVED this ____ day of _____, 2011.

(Signatures appear on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

Teresa Quezada
Deputy Director
El Paso Department of Transportation

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2011.

GRANTEE:

Ysleta Independent School District

By: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2011, by _____ on behalf of Ysleta Independent School District, as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

EXHIBIT "A"

PG. 1 OF 4
SPL11-00002 YISD# 20110477

Property Description: a portion of the Ysleta Grant, Block 35, Tract 6B within the City of El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 10' wide utility easement, being a portion of Ysleta Grant, Block 35, Tract 6B, City of El Paso.

Commencing at a chiseled "X" in the sidewalk on the northwest corner of Alameda Avenue and South Davis Drive; THENCE, South $84^{\circ} 57' 54''$ West, a distance of 375.48 feet to a point being the northeast corner and the TRUE POINT OF BEGINNING of the easement herein described;

THENCE, South $23^{\circ} 23' 38''$ West, crossing South Davis Drive, a distance of 70.95 feet to a point being the southeast corner of the easement;

THENCE, North $76^{\circ} 00' 59''$ West, a distance of 10.14' to a point;

THENCE, North $23^{\circ} 23' 38''$ East, crossing South Davis Drive, a distance of 70.95 feet to a point being the northwest corner of the easement;

THENCE, South $76^{\circ} 00' 59''$ East, a distance of 10.14' to the TRUE POINT OF BEGINNING of the easement containing 710 square feet or 0.0163 acres of land MORE OR LESS.

SLI ENGINEERING, INC.
Consulting Engineers—Land Surveyors



Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



December 10, 2010
Job Number 06-10-2983
M&B\1678

EXHIBIT "A"

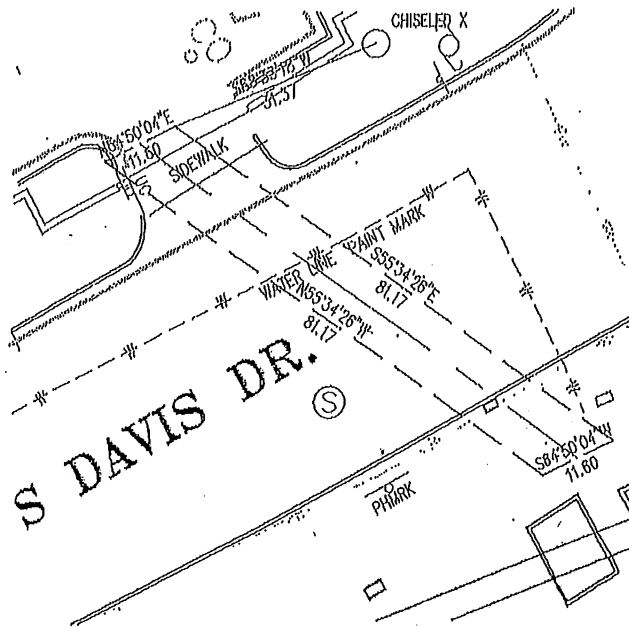
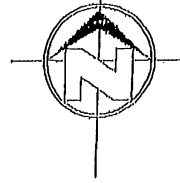
PG 2 OF 4

SPL11-00002

YISD#20110477



1 inch = 20 ft.



ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 48021 40048 C, DATED FEBRUARY 16, 2006 THIS PROPERTY LIES IN FLOOD ZONE X.

ZONE X AREAS OF MINIMAL FLOODING.

DOE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE:

ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

Copyright 2009 SLI Engineering, Inc.

This map and survey are being provided solely for the use of Ysleta Independent School District and no license has been created, expressed or implied, to copy the survey and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon December 10, 2010.

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. BASIS OF BEARING: PLAT OF YSLETA GRANT BLOCK 35
3. NO BUILDINGS EXIST ON THE PROPERTY

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY, IMPROVEMENT AND TOPOGRAPHIC SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-10-10



UTILITY EASEMENT



SLI ENGINEERING, INC.
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6000 WESTWIND DRIVE
EL PASO, TEXAS 79912
915-684-4457

Portion Ysleta Grant, Block 35
Tract 6B1 and
Tract 1 Coles Addition
to the City of El Paso

JOB #: 16-10-2983 DR. BY: TR

SCALE: 1"=20' F.B. #: XXXX

DATE: 12/10/2010 DWG. 16-2983 TRCTA 1001

EXHIBIT "A"

Pg. 3 OF 4

SPL 11-00002

YISD # 20110477

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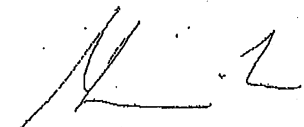
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SLI ENGINEERING, INC.
Consulting Engineers—Land Surveyors


Guillermo Licon
Registered Professional Land Surveyor
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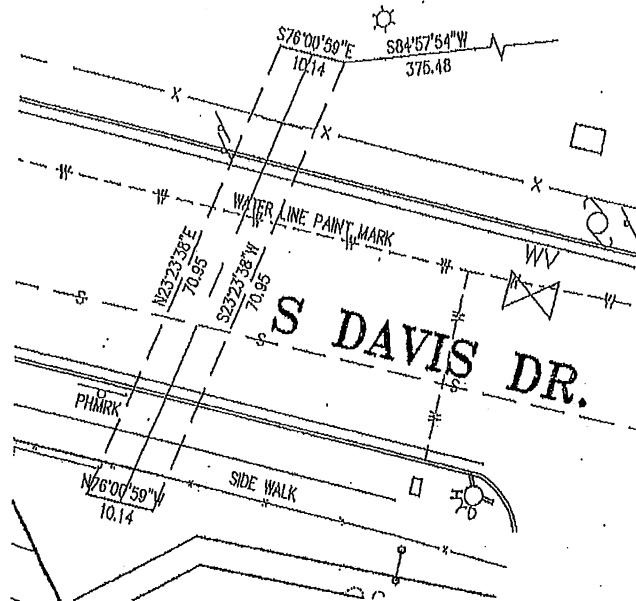
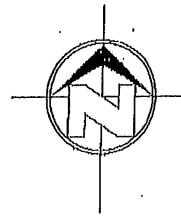
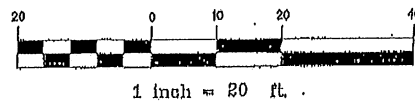
December 10, 2010
Job Number 06-10-2983
M&B\1678

EXHIBIT "A"

PG. 4 OF 4

SPL11-00002

YISD# 20110477



ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 48021 40048 C, DATED FEBRUARY 16, 2006 THIS PROPERTY LIES IN FLOOD ZONE X.

ZONE X AREAS OF MINIMAL FLOODING.

DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE:
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UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

Copyright 2009 SLI Engineering, Inc.

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NOTES:


1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. BASIS OF BEARING: PLAT OF YSLETA GRANT BLOCK 35
3. NO BUILDINGS EXIST ON THE PROPERTY

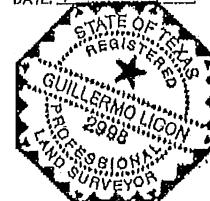
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GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: 12-10-10

UTILITY EASEMENT	
 SLI ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6600 WESTWIND DRIVE EL PASO, TEXAS 79912 915-884-4457	Portion Ysleta Grant, Block 35 Tract 6B
JOB # 10-10-2983 DR. BY: TR	
SCALE: 1"=20' F.B. #: XXXX	
DATE: 12/10/2010 DWG. 10-2983 YSLETA 1001	



GENERAL NOTES
XTRU-THERM® EXPRESS
(STEEL SERVICE PIPE)

1.0 GENERAL

- 1.1 THE SCALE SHOWN ON THE DRAWINGS IS FOR REFERENCE PURPOSES ONLY. DO NOT SCALE THE DRAWINGS. USE THE DIMENSIONS SHOWN.
- 1.2 THE LAYOUT DRAWING IS FOR REFERENCE PURPOSES ONLY. ACTUAL PIPE RUN DIMENSIONS MUST BE FIELD VERIFIED. MATERIALS SUPPLIED BY PERMA-PIPE WILL BE IN ACCORDANCE WITH SECTION 5.0 - SCOPE OF SUPPLY.

2.0 PRODUCT DESCRIPTION

- 2.1 XTRU-THERM EXPRESS IS A CUSTOMER SPECIFIED SERVICE PIPE, POLYURETHANE FOAM INSULATION AND A HDPE JACKET.
- 2.2 XTRU-THERM EXPRESS IS SUPPLIED AS PREFABRICATED STANDARD SIZE COMPONENTS. THE STANDARD SIZE COMPONENTS ARE FIELD CUT TO THE REQUIRED LENGTHS TO ACCOMMODATE ACTUAL FIELD DIMENSIONS.

3.0 DESIGN CONDITIONS/CRITERIA

3.1 SERVICE PRESSURE AND TEMPERATURE:

SERVICE	PRESSURE (PSIG)	TEMPERATURE (DEG. F)
HOT WATER S/R	150 PSIG	180° F
CHILLED WATER S/R	150 PSIG	42° F SUP/52° F RET

3.2 THE SERVICE PIPING IS DESIGNED AND MANUFACTURED IN ACCORDANCE WITH ASME B31.1.

3.3 A STRESS ANALYSIS OF THIS PIPING SYSTEM HAS BEEN MADE ASSUMING THE DIMENSIONS AND DESIGN CONDITIONS SHOWN ON THESE DRAWINGS ARE CORRECT. THE SYSTEM IS WITHIN THE LIMITS SET FORTH FOR ALLOWABLE STRESSES IN THE CODE, BASED UPON THE ASSUMPTIONS HEREIN.

3.4 THE SYSTEM IS DESIGNED TO ACCOMMODATE THE SERVICE PIPE THERMAL EXPANSION USING FIELD INSTALLED EXTERNAL EXPANSION PADS.

3.5 THE PIPING SYSTEM IS DESIGNED FOR THE ABOVE DESIGN CONDITIONS. IT IS THE PURCHASER'S RESPONSIBILITY TO VERIFY THIS INFORMATION IS CORRECT AND OPERATE THE SYSTEM WITHIN THE CONDITIONS DESIGNED FOR.

4.0 MATERIALS

ITEM	SIZE	MATERIAL
SERVICE PIPE	ALL SCH. 40	A53 GR. B ERW DOMESTIC ORIGIN
SERVICE PIPE FITTINGS	2 1/2" & LARGER	ASME B16.9 (BUTTWELD)
PIPE INSULATION	ALL	POLYURETHANE FOAM NOMINAL 2.0 LB./CU. FT. DENSITY ≥ 90% CLOSED CELL
INSULATION JACKET	ALL	HIGH DENSITY POLYETHYLENE (HDPE) ASTM D3350, GRADE PE3408
ANCHOR PLATES	ALL	A36 CARBON STEEL

5.0 SCOPE OF SUPPLY

PIPE SIZE	SERVICE PIPE NOMINAL SIZE (IN.) SCH./TYPE	HDPE JACKET		INSULATION THICKNESS (IN.)
		OD (IN.)	THICKNESS (IN.)	
3"	3" SCH 40 A53 GR B, ERW C.S.	7.75"	.125"	2"
4"	4" SCH 40 A53 GR B, ERW C.S.	8.75"	.125"	2"
6"	6" SCH 40 A53 GR B, ERW C.S.	10.875"	.125"	2"
8"	8" SCH 40 A53 GR B, ERW C.S.	12.875"	.125"	2"
10"	10" SCH 40 A53 GR B, ERW C.S.	15"	.125"	2"

SEQUENCE # 1 RELEASE						
PIPE SIZE	STRAIGHT LENGTHS		ELBOWS		ANCHORS	EXPANSION PAD (THK. x SQ FT)
	20'	40'	STD. 90°	STD. ODD ANGLE		
3"		1	6		4	14 1" x 42"
4"		7	10		2	25 1" x 118"
6"		81	36	(2) 80° (2) 15° (2) 115°	14	165 1" x 2551"
8"	1	51	8	(2) 80° (2) 15° (2) 115° (4) 105° (2) 30°	2	74 1" x 610"
10"		44	12	(4) 105° (2) 30°	4	74 1" x 687"

SEQUENCE # 2 RELEASE						
PIPE SIZE	STRAIGHT LENGTHS		ELBOWS		ANCHORS	EXPANSION PAD (THK. x SQ FT)
	20'	40'	STD. 90°	STD. ODD ANGLE		
3"		18	4	(4) 40° (2) 85°	4	30 1" x 695"
4"		19	4	(4) 40° (2) 85°	30	

6.0 INSTALLATION

- 6.1 ALL PIPING SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH PERMA-PIPE'S INSTALLATION INSTRUCTION MANUAL FOR THIS PRODUCT.
- 6.2 PERMA-PIPE STRONGLY RECOMMENDS ALL FIELD JOINTS REMAIN UNCOVERED AND EXPOSED FOR FIELD TESTING PURPOSES.
- PERMA-PIPE DOES NOT RECOMMEND BACKFILLING PRIOR TO FIELD JOINT TESTING. VIOLATION OF THIS RECOMMENDATION MAY RESULT IN RE-EXCAVATION, REPAIRS AND RE-BACKFILLING AND WILL BE DONE AT THE INSTALLER'S COST AND RISK.
- 6.3 ANCHOR BLOCKS ARE REQUIRED AT ALL SERVICE PIPE ANCHOR LOCATIONS. ANCHOR BLOCKS SHALL BE FIELD POURED AND KEPT INTO UNDISTURBED SOIL BY THE INSTALLER. ALL ANCHOR BLOCKS SHALL BE COMPLETELY CURED BEFORE OPERATING OR TESTING THE SYSTEM.

7.0 FACTORY TESTING AND INSPECTION

- 7.1 THE SERVICE PIPE SHALL BE HYDROSTATICALLY TESTED BY THE PIPE MANUFACTURER IN ACCORDANCE WITH ITS RESPECTIVE ASTM DESIGNATION.
- 7.2 VISUALLY INSPECT ALL SPRAY APPLIED POLYURETHANE INSULATION PRIOR TO APPLYING THE HDPE JACKET.

8.0 SPECIAL REQUIREMENTS

- 8.1 CHANGES IN DIRECTION MAY BE ACHIEVED THROUGH THE USE OF WELDED FITTINGS (DOMESTIC ORIGIN) AND/OR THE BENDING PROCESS IN ACCORDANCE WITH THE CODE FOR PRESSURE PIPING B31.1 LATEST EDITION.
- 8.2 MATERIAL TO BE OF DOMESTIC ORIGIN.

TRUCK # 1						
PIPE SIZE	STRAIGHT LENGTHS		ELBOWS		ANCHORS	EXPANSION PAD (THK. x SQ FT)
	20'	40'	STD. 90°	STD. ODD ANGLE		
10"		22			37	1" x 687"

TRUCK # 2						
PIPE SIZE	STRAIGHT LENGTHS		ELBOWS		ANCHORS	EXPANSION PAD (THK. x SQ FT)
	20'	40'	STD. 90°	STD. ODD ANGLE		
3"		1	6		4	14 1" x 42"
4"		7	10		2	25 1" x 118"
6"		10	36	(2) 80° (2) 15° (2) 115°	14	46 1" x 800"
8"	1	4	8	(2) 80° (2) 15° (2) 115° (4) 105° (2) 30°	2	20 1" x 610"
10"			12	(4) 60° (2) 30°	4	37

TRUCK # 3						
PIPE SIZE	STRAIGHT LENGTHS		ELBOWS		ANCHORS	EXPANSION PAD (THK. x SQ FT)
	20'	40'	STD. 90°	STD. ODD ANGLE		
10"		22				

TRUCK # 4				
PIPE SIZE	STRAIGHT LENGTHS		FIELD JOINT KITS	EXPANSION PAD (THK. x SQ FT)
	20'	40'		
6"		18	40	1" x 800"
8"		18	18	

TRUCK # 5				
PIPE SIZE	STRAIGHT LENGTHS		FIELD JOINT KITS	EXPANSION PAD (THK. x SQ FT)
	20'	40'		
6"		23	40	1" x 951"
8"		15	18	

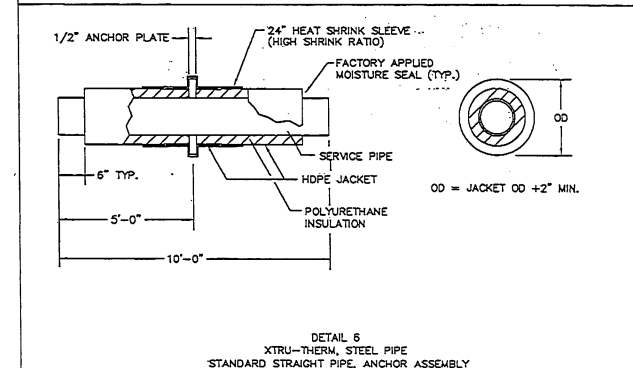
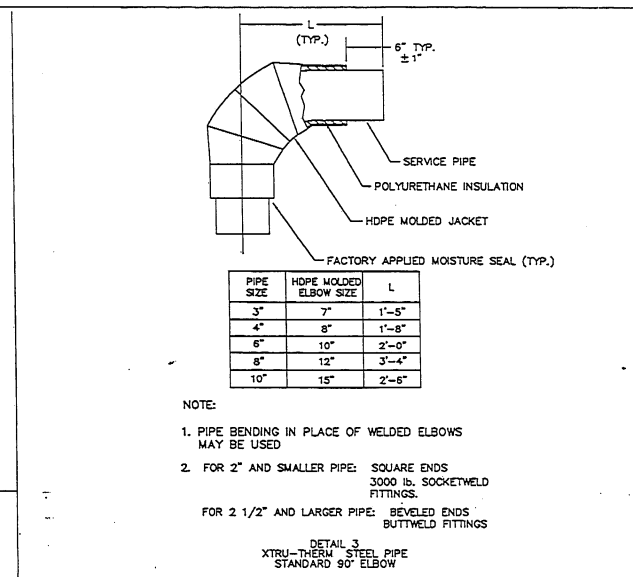
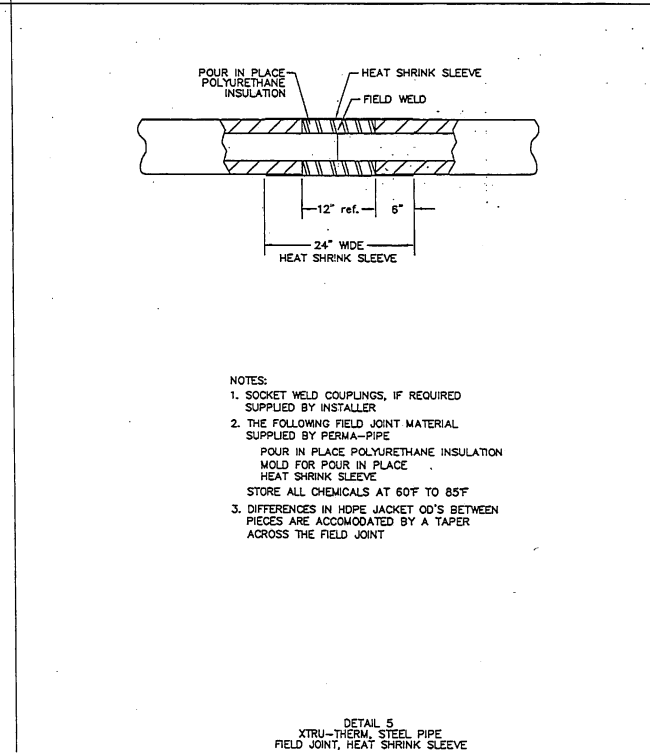
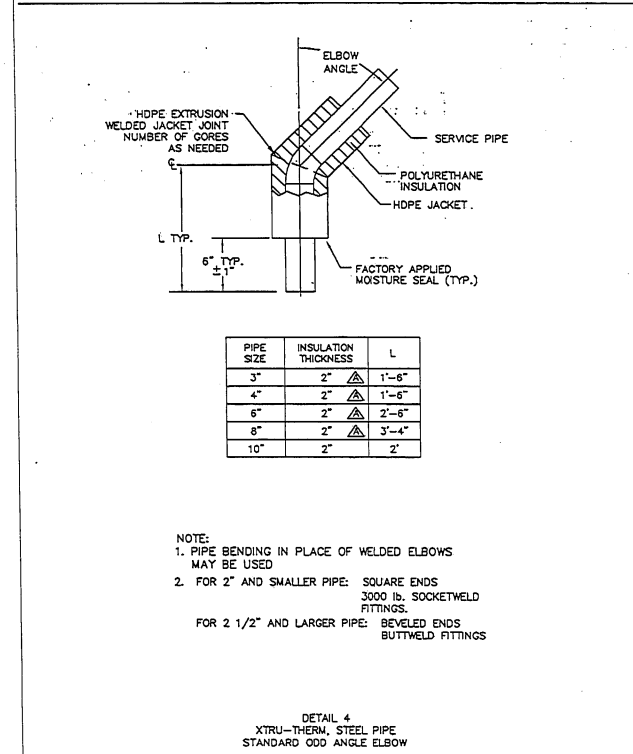
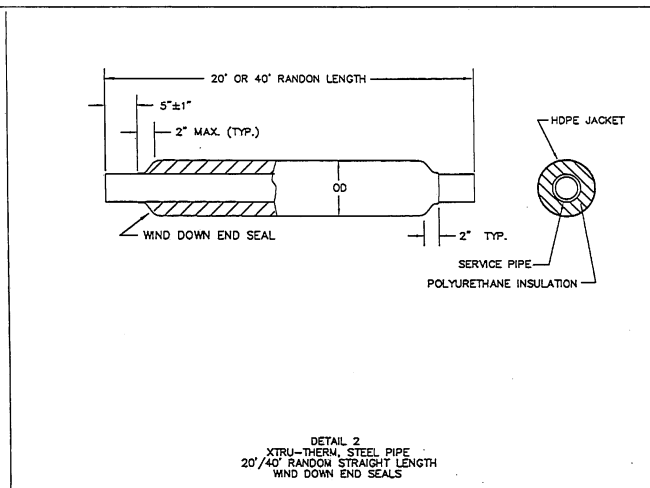
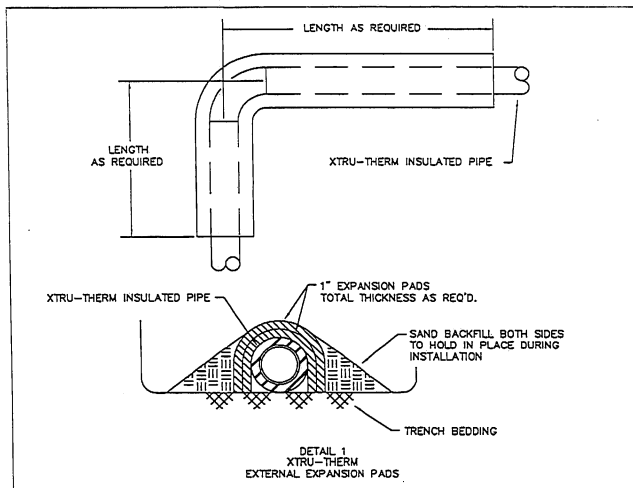
TRUCK # 6				
PIPE SIZE	STRAIGHT LENGTHS		FIELD JOINT KITS	EXPANSION PAD (THK. x SQ FT)
	20'	40'		
6"		23	40	
8"		14	18	

TRUCK # 7						
PIPE SIZE	STRAIGHT LENGTHS		ELBOWS		ANCHORS	EXPANSION PAD (THK. x SQ FT)
	20'	40'	STD. 90°	STD. ODD ANGLE		
6"		7				
3"		18	4	(4) 40° (2) 85°	4	34 1" x 695"
4"		19	4	(4) 40° (2) 85°	30	

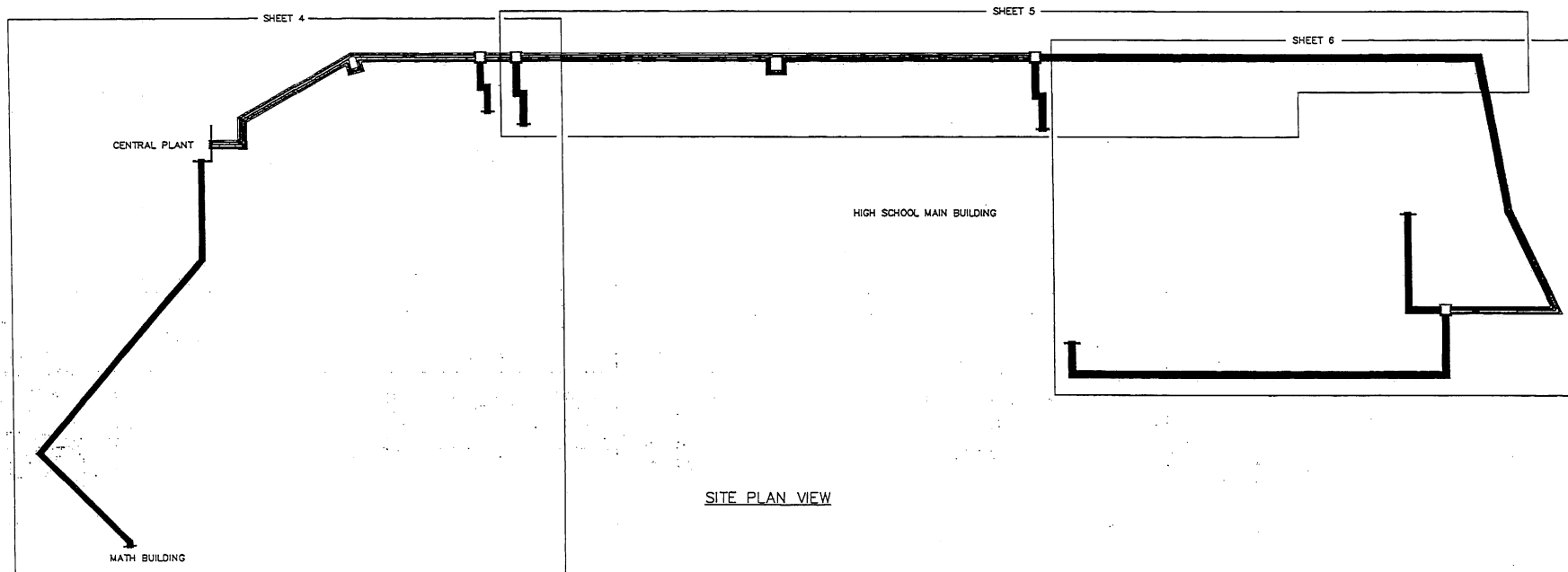
NOTICE			
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O 9-16-10 INITIAL ISSUE		CD VP	
A 10-1-10 ADDED PDL PIECE NUMBERS		BY	
<div> <div>PERMA-PIPE / RICWIL</div> <div> <div>PERMA-PIPE, INC.</div> <div>A SUBSIDIARY OF WATCO, INC.</div> <div>7722 NORTH LEHIGH AVE., NILES, IL 60714</div> <div>MANUFACTURING FACILITY</div> <div>1310 QUARLES DR., LEBANON, TN 37087</div> </div> </div>			
ENERGY DISTRIBUTION SYSTEM			
FOR			
YSLETA HIGH SCHOOL			
JOB NUMBER		DRAWING NO.	
D1601		10-446-BA	
SCALE		SHEET 1 OF 6	
NONE			
CUSTOMER		PA CONTRACTORS	
REV	DATE	REVISION	BY

EXHIBIT "B"

PG 1 OF 10
SPLII-00002 YISD# 20110477



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<p>PERMA-PIPE / RICWIL</p> <p>PERMA-PIPE, INC. A SUBSIDIARY OF MPRI, INC. 7720 NORTH LEBANON AVENUE, NILES, IL 60164 MANUFACTURING FACILITY 1310 QUARLES DR. LEBANON, TN 37087</p>			
<p>ENERGY DISTRIBUTION SYSTEM</p>			
<p>YSLETA HIGH SCHOOL</p>			
<p>JOB NUMBER</p> <p>D1601</p>		<p>DRAWING NO.</p> <p>10-446-B-A</p>	
<p>SCALE</p> <p>NONE</p>		<p>SHEET</p> <p>2 OF 6</p>	
<p>CUSTOMER</p> <p>PA CONTRACTORS</p>			
REV	DATE	REVISION	BY



SITE PLAN VIEW

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<p>ENERGY DISTRIBUTION SYSTEM</p>				<p>FOR</p>	
<p>YSLETA HIGH SCHOOL</p>				<p>JOB NUMBER</p>	
<p>0 9-16-10 INITIAL ISSUE</p>				<p>D1601 10-446-B0</p>	
<p>CO VP</p>				<p>SCALE</p>	
<p>NONE</p>				<p>SHEET 3 OF 6</p>	
<p>REV DATE REVISION BY APPR</p>				<p>CUSTOMER</p>	
<p>PA CONTRACTORS</p>				<p>PA CONTRACTORS</p>	

EXHIBIT "B"
Pg. 3 OF 10

SPL11-00002 Y1SD #20110477

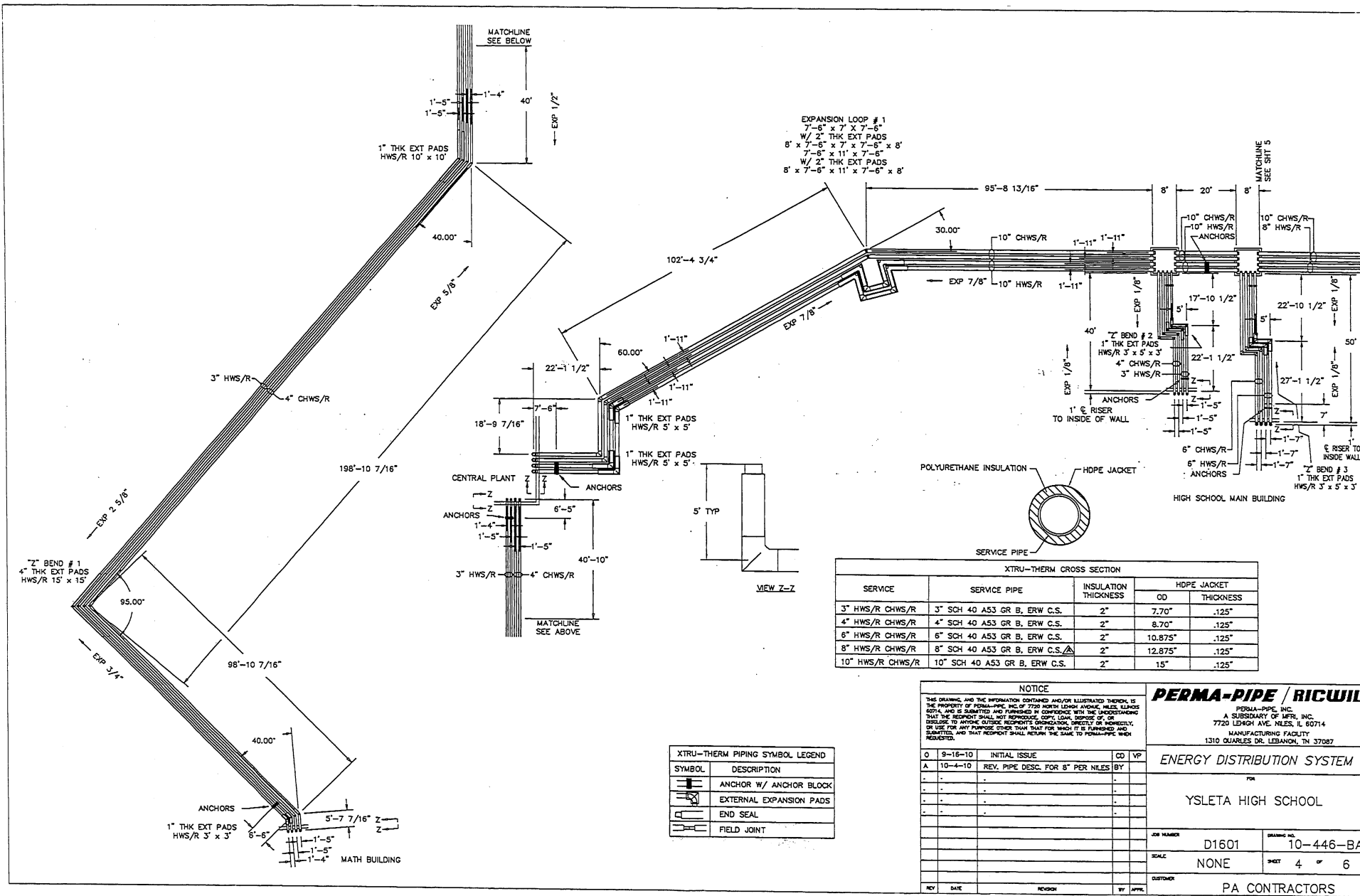
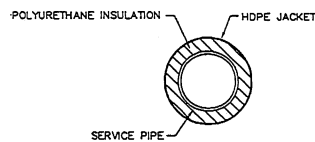
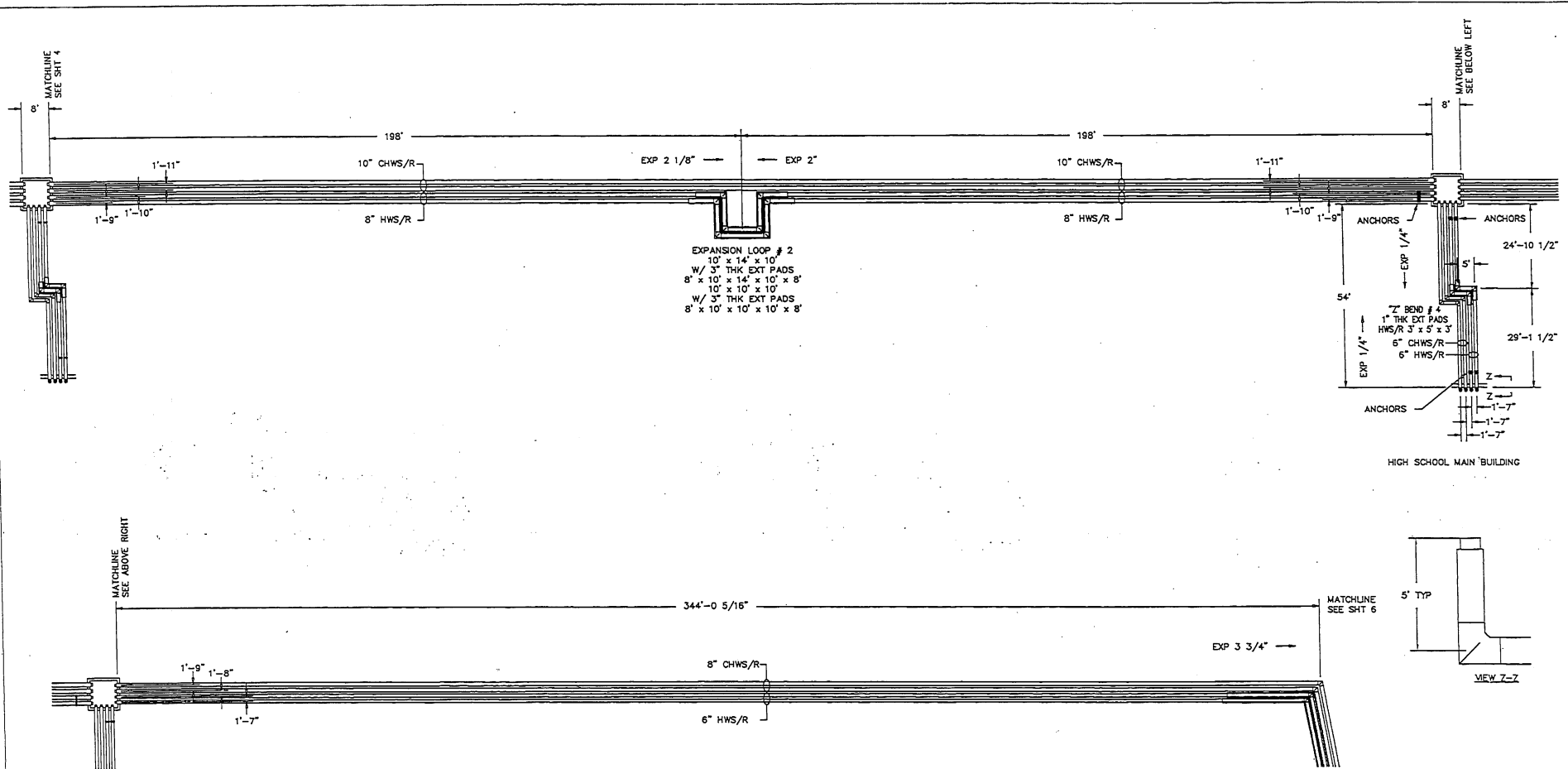


EXHIBIT "B"

PA. 4 OF 10

SPL11-00002 YISD # 20110477



XTRU-THERM PIPING SYMBOL LEGEND	
SYMBOL	DESCRIPTION
	ANCHOR W/ ANCHOR BLOCK
	EXTERNAL EXPANSION PADS
	END SEAL
	FIELD JOINT

XTRU-THERM CROSS SECTION				
SERVICE	SERVICE PIPE	INSULATION THICKNESS	HDPE JACKET	
			OD	THICKNESS
3" HWS/R CHWS/R	3" SCH 40 A53 GR B, ERW C.S.	2"	7.70"	.125"
4" HWS/R CHWS/R	4" SCH 40 A53 GR B, ERW C.S.	2"	8.70"	.125"
6" HWS/R CHWS/R	6" SCH 40 A53 GR B, ERW C.S.	2"	10.875"	.125"
8" HWS/R CHWS/R	8" SCH 40 A53 GR B, ERW C.S./A	2"	12.875"	.125"
10" HWS/R CHWS/R	10" SCH 40 A53 GR B, ERW C.S.	2"	15"	.125"

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0	9-16-10	INITIAL ISSUE	CD	VP	ENERGY DISTRIBUTION SYSTEM FOR YSLETA HIGH SCHOOL JOB NUMBER D1601 SCALE NONE SHEET 5 OF 6 CUSTOMER PA CONTRACTORS
A	10-4-10	REV. PIPE DESC. FOR 8" PER NILES	BY		
-	-	-	-	-	
-	-	-	-	-	
REV	DATE	REVISION	BY	APPROV	

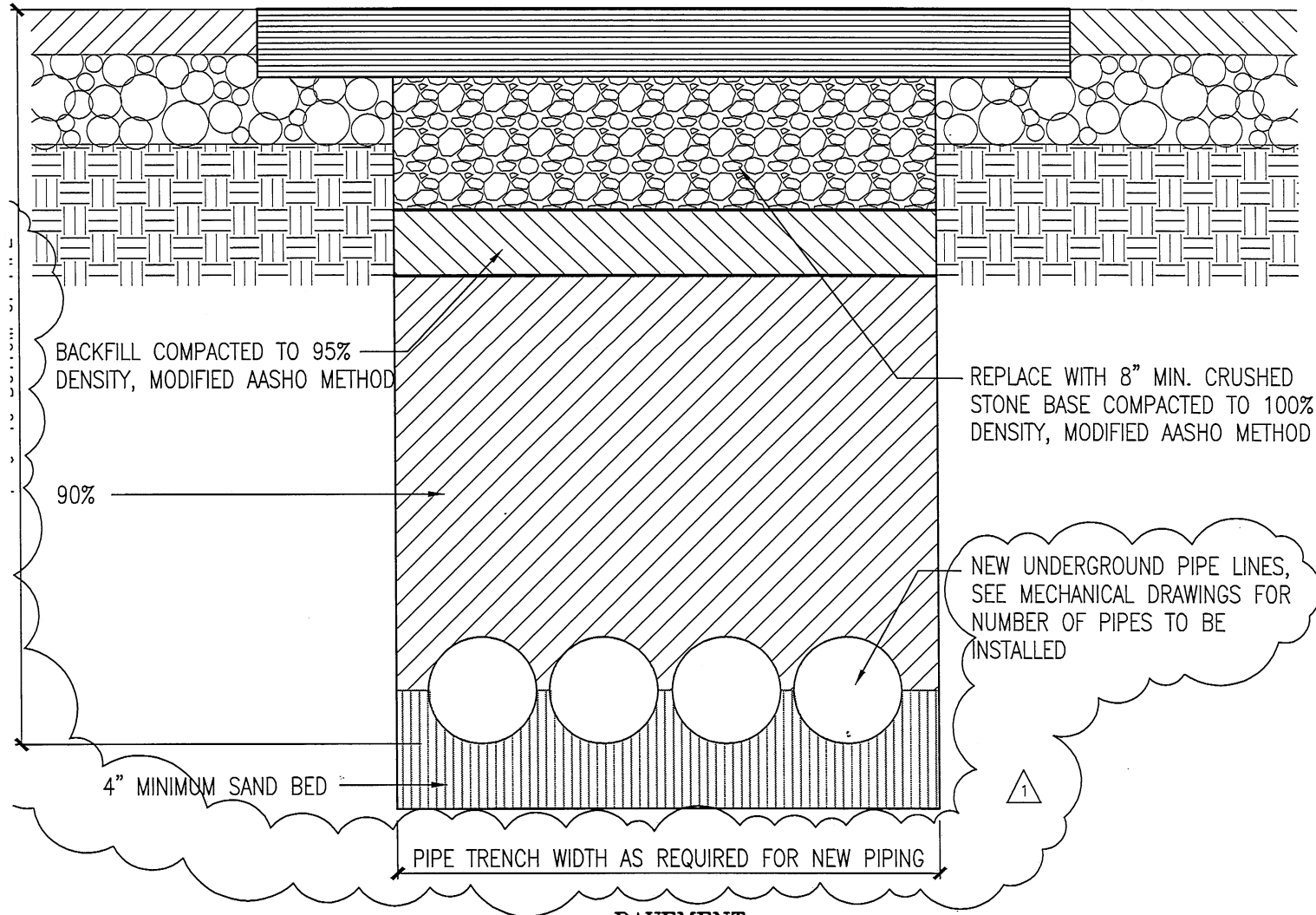
EXHIBIT "B"

PG. 5 OF 10

SPL11-00002

YISD # 20110477

MIN. THICKNESS = 2" IN PARKING AREA
 ** MIN. THICKNESS = 3" IN STREET AREA



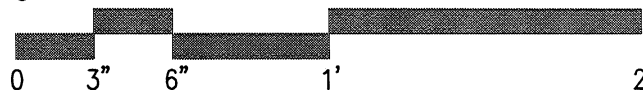
NOTE:

1. BACKFILL TRENCH IN ACCORDANCE WITH TEXAS HWY DEPT., 2004 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS STREETS AND BRIDGES; ITEM 401.2(8).

10
 A04.1

TRENCH BACKFILL

SCALE: 1 1/2" = 1'-0"

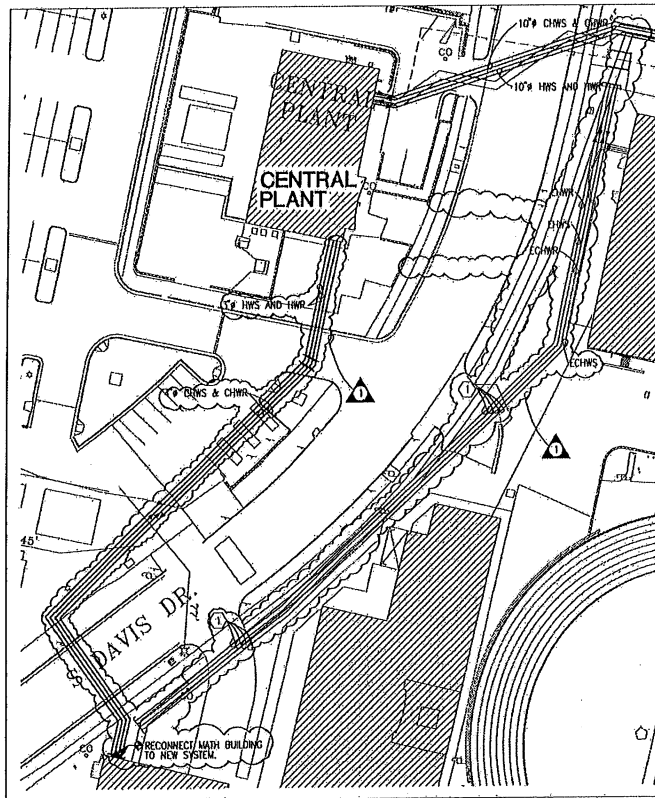


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YISD # 20110477



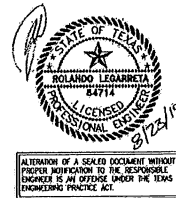
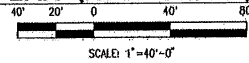
KEYED NOTES:

① EXISTING CHILLED AND HOT WATER PIPING TO MATH BUILDING ARE TO BE ABANDONED IN PLACE ONCE NEW CHILLED AND HOT WATER SERVICE IS CONNECTED TO THE MATH BUILDING.

**PARTIAL MECHANICAL
PIPING SITE PLAN (NEW WORK)**



SCALE: 1"=40'



△ ALTERNATE ROUTE PROPOSED BY CONTRACTOR. ADD KEYED NOTED # 1 TO SHEET M200.

DATE: 08/20/10
MSI-09

YSLEYA HIGH SCHOOL BUILDING ENVELOPE AND IMPROVEMENTS



EXHIBIT "B"

PG 8 OF 10

SPL11-00002

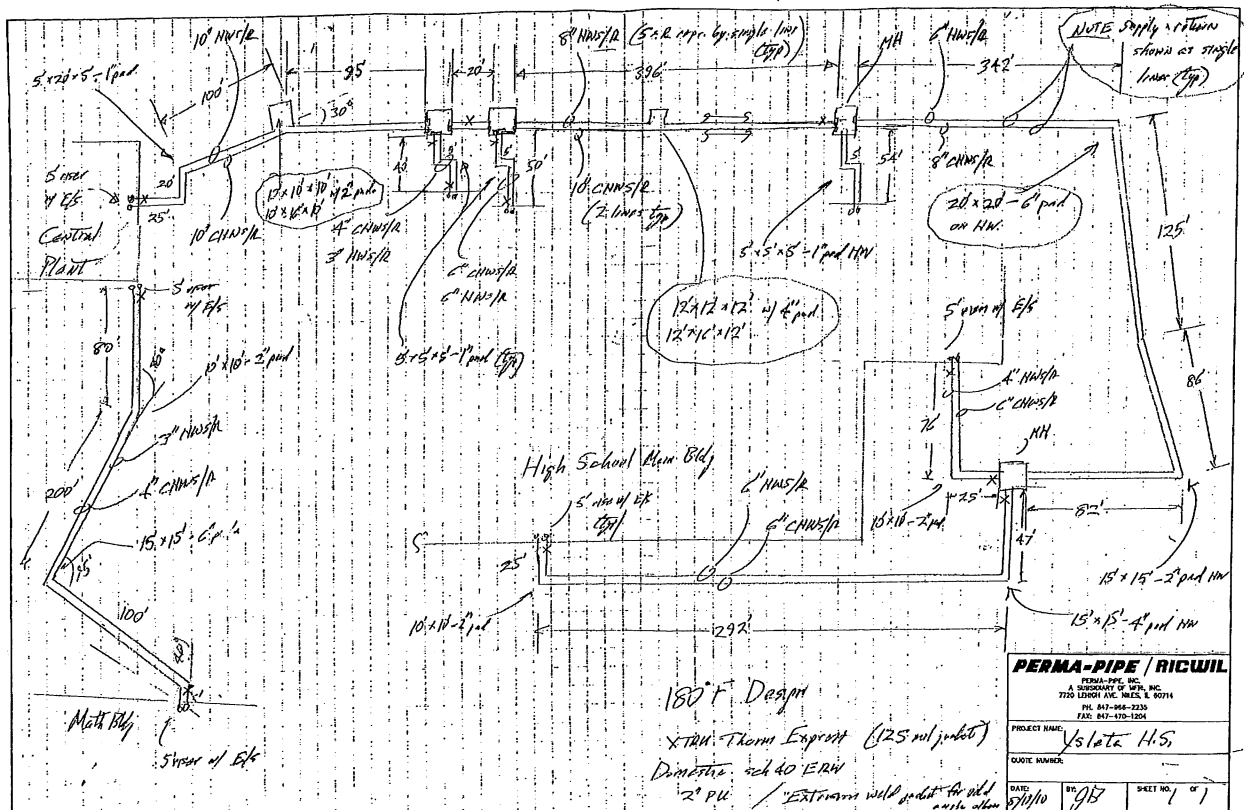
Y150 # 20110477

EXHIBIT "B"

PG 9 OF 10

SPL11-00002

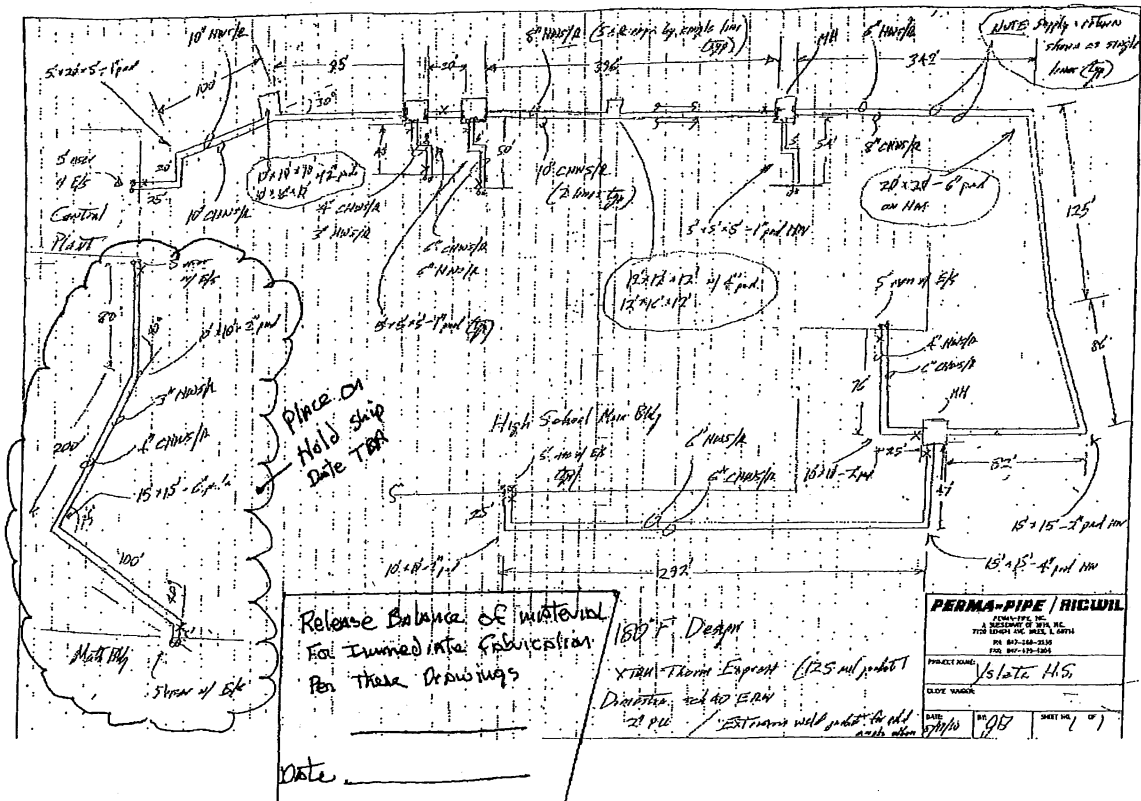
YISD # 20110477



PG 10 OF 10

SPL11-00002

YISD # 20110477



08/26/2010 12:08 9494967749

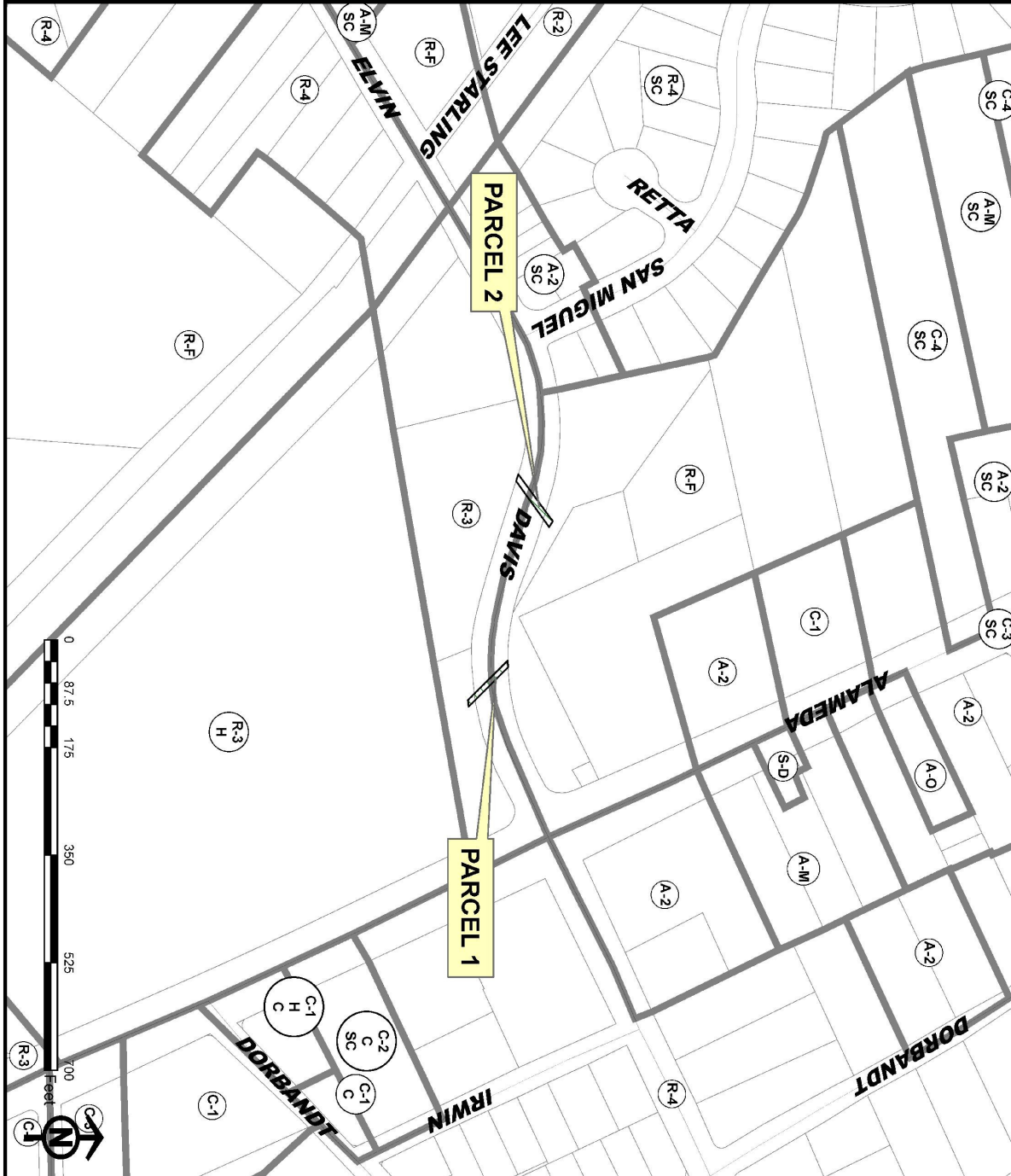
PERMAPIPE WEST

PAGE 05/05



LOCATION MAP

SPL11-00002



Department of Transportation

Daryl W. Cole, Director

7968 San Paulo Drive • El Paso, Texas 79915 • (915) 541-4050 • Fax (915) 541-4168



AERIAL MAP

SPL11-00002



Department of Transportation

Daryl W. Cole, Director

7968 San Paulo Drive • El Paso, Texas 79915 • (915) 541-4050 • Fax (915) 541-4168

Agenda of Regular Meeting

The Board of Trustees Ysleta Independent School District

A Regular Meeting of the Board of Trustees of Ysleta Independent School District will be held April 13, 2011, beginning at 6:00 PM in the Central Office, 9600 Sims Drive, El Paso, Texas 79925.

During the course of this meeting the Board of Trustees may determine that a closed meeting of the Board of Trustees is required, to discuss the items set forth below. Such closed meeting is authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The closed meeting will be held by the School Board at the date, hour and place indicated in this Notice/Agenda or as soon after the commencement of the meeting covered by this Notice/Agenda as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to, the sections and purposes covered by the following sections of the Texas Government Code: 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, 551.084. Should any final action, decision or vote be required with regard to any matter considered in closed session, the final action, decision or vote shall be in the open meeting, or at a subsequent public meeting, with notice.

******Ysleta ISD does not discriminate on the basis of race, color, national origin, sex, disability, genetic information or age in its programs, activities or employment. ******

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. CALL TO ORDER, ESTABLISH QUORUM

II. PRESENTATION OF COLORS, PLEDGES OF ALLEGIANCE & MOMENT OF SILENCE

III. RECOGNITIONS AND INTRODUCTIONS

1. District Wide Contributions, Fred Loya Family
2. Sun Country Science Fair Winners, Valle Verde ECHS
3. Sweet Sixteen Film Competition Winners, Eastwood HS
4. YISD Partner (in Education) of the Month, Fort Bliss

IV. CITIZEN INPUT

30-minute maximum

V. APPROVAL OF AGENDA

VI. APPROVE MINUTES

1. Approve the minutes for the Regular Board Meeting on March 9, 2011 and Board Workshops/Special Meetings on March 7 and March 23, 2011.

VII. OFFICE OF THE SUPERINTENDENT

1. Board Reports
 - a. Trustee Reyes – NSBA Conference
 - b. Trustee Ward – Central Appraisal District (CAD)
2. Report on YISD events
3. Report on meetings and conferences
4. Legislative Update
5. Budget Development Process
6. Broad Prize Announcement

VIII. CONSENT AGENDA (5 minutes maximum for all items, inclusive)

All matters listed under the Consent Agenda are considered to be routine by the Board of Trustees and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired on a specific item(s), that item will be removed from the Consent Agenda and considered separately.

1. Consider and take possible action to approve Financial Statements, including quarterly investment reports as of February 28, 2011.
INFO: *Each month, financial statements are prepared to provide the Board of Trustees a summary of the District's financial position. .*
Presenter: Finance-Accounting
2. Consider and take possible action on **YISD Contract #20110472**, engagement letter with Gibson Ruddock Patterson LLC, to conduct external auditing services, during the period of date of award through June 30, 2011, at an approximate cost of \$109,000 from Local Funds.
INFO: *Annually, following the close of the fiscal year, the Board of School Trustees of each school district shall have its district fiscal accounts audited at district expense by a certified or public accountant holding a permit from the Texas State Board of Public Accountancy. (TEC Sec 44.008).*
Presenter: Finance
3. Consider and take possible action to approve **YISD Cooperative Purchases** from D&H Distributing Co., to purchase technology equipment for Special Education Department through cooperative Texas Association of School Boards from ARRA funds \$182,424.
INFO: *This purchase will provide all special education teachers with necessary, updated equipment to effectively accommodate or modify instruction for special education students, and appropriately implement their Individual Education Plans.*

Presenter: Academics-Special Education

4. Consider and take possible action to approve award of **YISD Solicitation #211038RFP** with Instructional Modules to Support Inclusive Practice for the purchase of 1000 professional development site licenses and one day of technical support in the area of inclusion for campuses district wide, at a cost of \$130,000 funded through the American Recover and Reinvestment Act of 2009 (ARRA), Instructional Technology and Contracted Services.

INFO: This purchase will provide all campus administrators one day of technical support to evaluate the state of their inclusion program. In addition, the purchase will provide YISD 1000 professional development site licenses for training modules in the areas of: inclusion, tiered learning, differentiated instruction, and accommodations for students in special education.

Presenter: Academics-Special Education

5. Consider and take possible action to approve the submission of the 2011-2012 Adult Education (AE)/ Temporary Assistance to Needy Families (TANF) grant with project periods of: AE Federal – 7/1/2011 – 6/30/2012, AE State – 9/1/2011 - 8/31/ 2012, TANF Federal & State 9/1/ 2011 – 8/31/2012 and funding of approximately \$1,045,415; accepting such funds, and authorizing the superintendent or his designee to sign any subsequent documents in connection with the application, acceptance and administration of such funds including amendments.

INFO: Grant funds will be used to assist adults to become literate and obtain the necessary knowledge and skills for employment and self sufficiency and in the completing secondary school education (GED).

Presenter: Academics-Competitive Grants

6. Consider and take possible action to approve the submission of the 2011-2012 English Literacy and Civics Education continuation grant application with a project period of approximately July 1, 2011 – June 30, 2012 and funding of approximately \$102,000; accepting such funds, and authorizing the superintendent or his designee to sign any subsequent documents in connection with the application, acceptance and administration of such funds including amendments.

INFO: The grant funds will be used to: assist adults to become literate and obtain the knowledge and skills necessary for employment and self sufficiency; and assist adults to understand and navigate government, educational, and workplace systems and American institutions, such as banking and healthcare.

Presenter: Academics-Competitive Grants

7. Consider and take possible action to approve the submission of the Carol M. White Physical Education Program grant for up to 36 months beginning approximately September 1, 2011 for approximately \$750,000; accepting such funds and authorizing the superintendent or his designee to sign any subsequent documents in connection with the application, acceptance and administration of such funds including grant amendments.

INFO: Grant funds will be used to implement programs that help students make progress toward meeting state standards.

Presenter: Academics-Competitive Grants

8. Consider and take possible action to approve **YISD Contract #20110477**, an easement with the City of El Paso, granting a special privilege license to the District, during the period of twenty (20) years from the effective date hereof, unless terminated earlier, at an annual cost of \$1,000, which may be subject to change after each one year period the license remains in effect, funded with QSCB Bond Funds.

INFO: *This special privilege license covers the need for piping to be run under Davis Street as a part of the Ysleta HS construction.*

Presenter: Operations-Construction

9. Consider and take possible action to approve the use of a cooperative interlocal agreement as the method of purchasing construction services as providing the best value to the District in connection with replacement of damaged gym floors for Indian Ridge and Valley View middle schools.

INFO: *The procurement needs to be set by the Board for construction projects.*

Presenter: Operations-Construction

IX. ACTION ITEM

1. Consider and take possible action to approve a program change and a reduction in force in the affected areas of the Eastwood and Hanks high schools journalism programs because of a lack of student response to particular course offerings.

Presenter: Human Resources

X. CLOSED EXECUTIVE MEETING

The following matters are posted for closed meeting to be discussed under one or more of the following Sections of the Texas Government Code:

Attorney Consultation – Section 551.071 and Personnel Matters – Section 551.074

Should any final action, decision, or vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting, then the School Board may take action, decision, or a vote on a matter posted above for closed meeting when it reconvenes in open session.

1. Discuss with legal counsel the proposed termination of the probationary employment contract of a science teacher at Eastwood HS.
2. Discuss with legal counsel the proposed non-renewal of the term employment contract of a journalism teacher at Eastwood HS.
3. Discuss with legal counsel the proposed non-renewal of the term employment contract of a journalism teacher at Hanks HS.

XI. RECONVENE IN OPEN SESSION

XII. ACTION AGENDA (10 minutes maximum per item)

1. Consider and take possible action to approve a one-time waiver of Policy BE (LOCAL), Board Meetings, that provides for one board meeting a month, and cancel the Board Workshop and regular Board Meeting for the month of July

2011, with a Special Meeting to be scheduled as necessary.

2. Consider and take possible action to approve a revised charter for the Bond Oversight Committee (BOC).
Presenter: Reyes
3. Consider and take possible action to approve the proposed termination of the probationary employment contract of a science teacher at Eastwood HS.
4. Consider and take possible action to approve giving notice of the proposed non-renewal of the term employment contract of a journalism teacher at Eastwood HS.
5. Consider and take possible action to approve giving notice of the proposed non-renewal of the term employment contract of a journalism teacher at Hanks HS.

XIII. POLICIES

Policy BF, Board Policies is included for revisions to provide for the adoption of local policy revisions at First Reading unless otherwise noted in their motion(s). Local policies become effective upon Board adoption or at a future date designated by the Board.

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated online and into the official policy manual maintained by the District.

1. **For Approval (LOCAL)** Board approval is required for revisions to (LOCAL) policy, whether recommended by TASB or YISD specific language coming from the Administration.
 - a. Consider and take possible action to adopt on first reading YISD specific revisions to CDC (LOCAL), Other Revenues: Grants from Private Sources.
 - b. Consider and take possible action to adopt on first reading new policy, Policy EHBB (LOCAL), Special Programs: Gifted and Talented Students, with YISD specific language.
2. **For Information (Regulation/Exhibits)** To provide information on recent updates of District Regulations and Exhibits.
 - a. EIA-R, Assessment Systems
 - b. FNG-R Exhibit, Student & Parent Complaint
 - c. GF-R Exhibit, Public Complaint

XIV. CALENDAR

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

This notice has been publicly posted at the administrative offices of the Ysleta Independent School District, 9600 Sims, El Paso County, Texas, seventy-two (72) hours in advance of the above meeting, as required by the following sections of the Texas Government Code: 551.041 and 551.043. During the regular school year, this notice is also posted at all school district high schools.

1. CURRENT BOARD OF TRUSTEES:

- a. **Marty Reyes, President; Andy Ramirez, Vice-President; Bob Ward, Secretary; Ramon Federico, Shane Haggerty, Rosa Montes Kahoe and Patricia Torres McLean, Trustees.**