

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

DEPARTMENT: Planning and Inspections, Planning Division

AGENDA DATE: Introduction: September 17, 2019
Public Hearing: October 1, 2019

CONTACT PERSON/PHONE: Philip F. Etiwe, (915) 212-1533, etiwepf@elpasotexas.gov
Armida R Martinez, (915) 212-1605, martinezar@elpasotexas.gov

DISTRICT(S) AFFECTED: District 3 & 8

SUBJECT:

An ordinance granting a special privilege license to Texas Tech University Health Sciences Center at El Paso for the construction, installation, maintenance and use of the subsurface telecommunication fiber optic conduits and irrigation water piping for future use to support the needs of a new medical science building within portions of city right-of-way along Rick Francis just north of the intersection with Alameda and just south of the intersection with Robert Brown adjacent to the property located at 5001 El Paso Drive, El Paso, Texas: setting the license term for a term of fifteen years (15) with one (1) renewable fifteen (15) year term. Subject Property: 5001 El Paso Drive Property Owner: Texas Tech University Health Sciences Center of El Paso **NESV2019-00001 District 3 & 8**

BACKGROUND / DISCUSSION:

NESV2019-00001, Texas Tech University Health Sciences Center request to install two (2) new bundles of four (4") inch communication conduits underneath Rich Francis Street near the intersections of Alameda and Robert Brown for future use to run fiber to support the needs of a new medical science building. A request was also received to install a permanent irrigation line to serve irrigation needs for the landscaping of the building. The irrigation line will share one (1) of the two (2) areas of encroachment. Each encroachment area is 300 sq. ft. The total areas of encroachment is 600 sq. ft.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

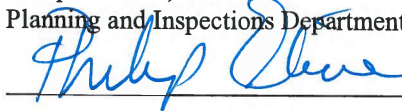
This item was distributed to the Development Coordinating Committee (DCC) on January 30, 2019. This final License Agreement has been drafted in accordance to staff comments. No subsequent adverse comments were received.

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Philip F. Etiwe, Director
Planning and Inspections Department



APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND USE OF SUBSURFACE TELECOMMUNICATION FIBER OPTIC CONDUITS AND IRRIGATION WATER PIPING FOR FUTURE USE TO SUPPORT THE NEEDS OF A NEW MEDICAL SCIENCE BUILDING WITHIN PORTIONS OF CITY RIGHT-OF-WAY ALONG RICK FRANCIS JUST NORTH OF THE INTERSECTION WITH ALAMEDA AND JUST SOUTH OF THE INTERSECTION WITH ROBERT BROWN ADJACENT TO THE PROPERTY LOCATED AT 5001 EL PASO DRIVE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF FIFTEEN YEARS (15) WITH ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to **Texas Tech University Health Sciences Center at El Paso** (hereinafter referred to as the "Grantee"), for the construction, installation, maintenance, use and repair of telecommunication conduits and irrigation water piping (hereinafter called "Services") of encroachment onto the public right-of-way under a portion of Rick Francis adjacent to the property 5001 El Paso Drive as shown in *Exhibits "A" and "B"* which are made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 2. LICENSE AREA

The subsurface rights granted herein under portions of rights-of-way along Rick Francis just North of the intersection with Alameda and just South of the intersection with Robert Brown adjacent to the property located at 5001 El Paso Drive and legally described as a portion of right-of-way crossing at Rick Francis Street, Val Verde Addition, an addition to the City of El Paso, El Paso County, Texas, for Services is more particularly shown in *Exhibits "C" and "D"* which are made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City rights of way, which includes the requirement and responsibility for maintenance, construction, use and repair of the Services, which may include various future improvements, to support the needs of the new Medical Science Building. Grantee agrees to maintain the License Area in proper working condition.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance.

Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the Services 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 Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in connection with the Services shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the construction, maintenance and repair of the Services. Work done in connection with the repair and maintenance of the Telecommunication Conduit is subject to the continuing police power of the City.

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

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

The City may request Grantee to remove and abate any portion of the License Area that is dangerous to life or property; provided however that the City agrees that the Services are not a danger to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same.

SECTION 5. TERM

License Term for the Services: This license authorizing the encroachment of the Services, as more particularly identified in *Exhibits "A" and "B"* shall be for a term of fifteen (15) years from the Effective Date hereof, unless terminated earlier as provided herein.

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

SECTION 6. WORK DONE BY OTHERS

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

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described.

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

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

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City TWO THOUSAND ONE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,120.00 per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

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

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

the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

SECTION 9. ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to TWENTY-SIX THOUSAND SIXTY-SEVEN AND 68/100 DOLLARS (\$26,067.68). Said \$26,067.68 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15 year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's Services 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 10. INSURANCE

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

Grantee's Contractors or Agents shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and No/100Dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold the City harmless.

Grantee's Contractors or Agents 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 of insurance with Financial Services Department and the Planning and Inspections Department.

SECTION 11. INDEMNITY The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege:

The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. 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 Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Company may deem expedient; and 3) 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 injuries or damages. The Contractor or its Agent will pay all judgments finally establishing liability of the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, 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. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.

SECTION 12. 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 Services or a portion thereof or ceases to use the Services 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 Services, 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 13. CANCELLATION

The City shall have the option to terminate this License at any time upon giving the Grantee written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then

be terminated. 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.

Grantee shall have the option to terminate this License at any time upon giving the City written notice sixty (60) 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 sixty (60) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within sixty (60) 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 Grantee's Services 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 14. RECORDS

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

SECTION 15. NOTICE

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

CITY:	City of El Paso
	Attn: City Manager
	300 North Campbell Street
	El Paso, Texas 79901

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

with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 North Campbell Street
El Paso, Texas 79901

GRANTEE: Texas Tech University Health Sciences Center at El Paso
ATTN: Lisa Badillo
5001 El Paso Drive
El Paso, Texas 79905

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

SECTION 16. 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 17. 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 18. 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 19. 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 20.

Intentionally Deleted.

SECTION 21. 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 22. LAWS AND ORDINANCES

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

SECTION 23. 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 24. 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 25. 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 26. RESTRICTIONS AND RESERVATIONS

This License is subject to all previously recorded rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land.

SECTION 27. EFFECTIVE DATE

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

ADOPTED this ____ day of _____, 2019

(Signatures begin on the following page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS

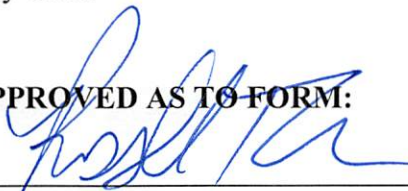
CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this _____ day of _____, 2019.

GRANTEE:

Texas Tech University Health Sciences Center at El Paso

By: _____, as _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2019, by
_____ as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires

EXHIBIT "A"

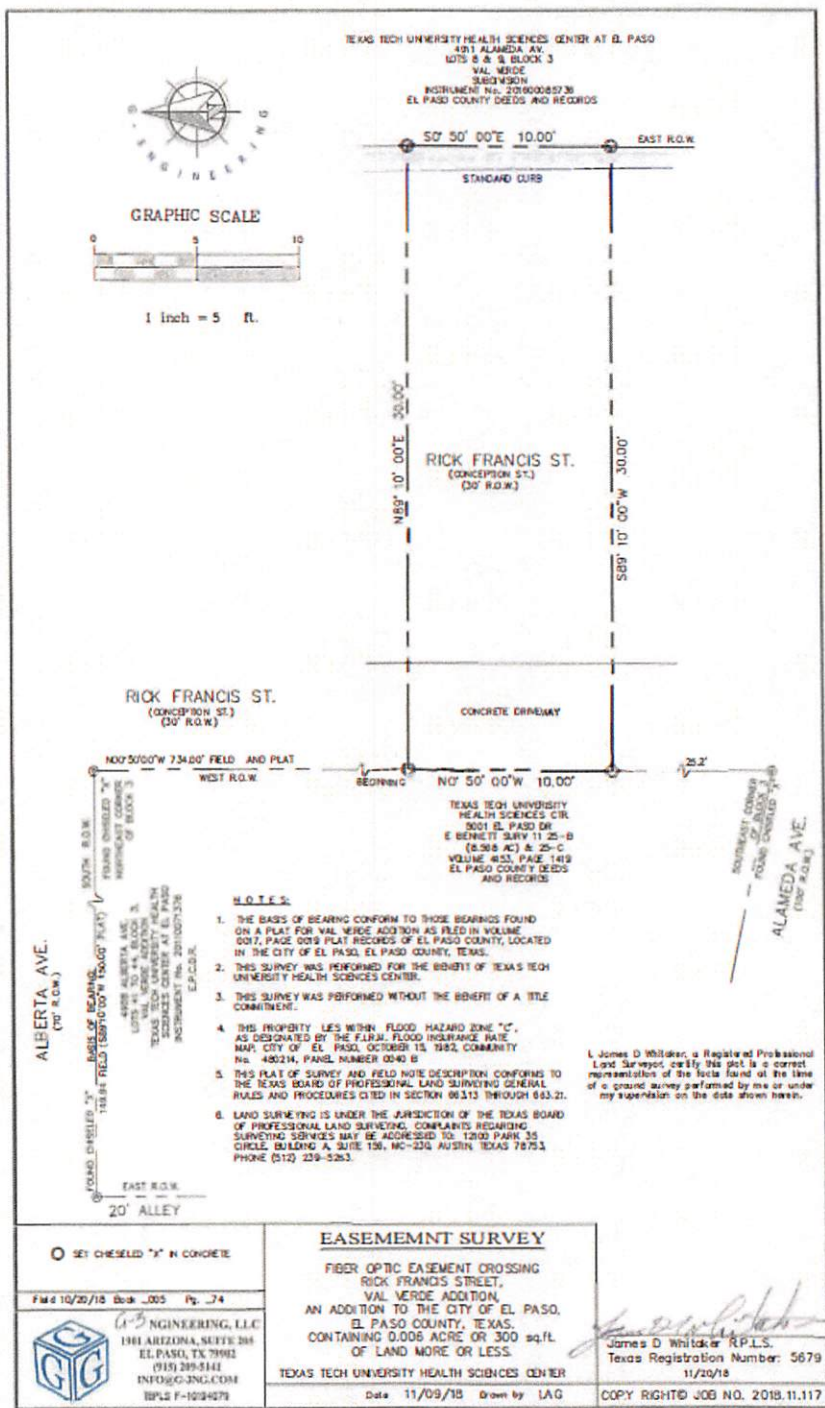


EXHIBIT "B"

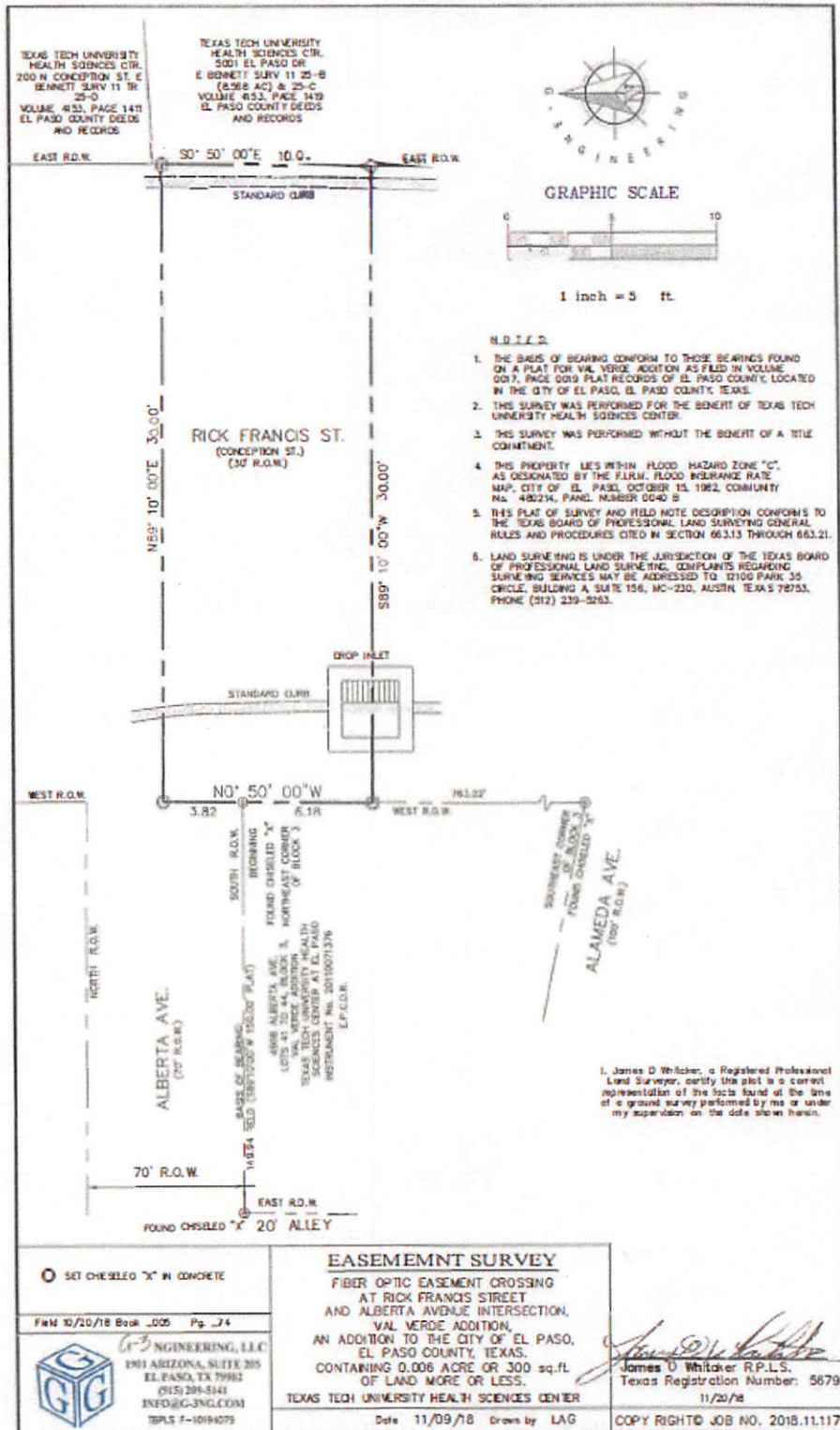


EXHIBIT "C"

Field Note Description

Page 1 of 2

Easement Survey for a Fiber Optic Crossing at Rick Francis Avenue, City of El Paso, El Paso County, Texas

A field note description of a fiber optic easement containing 0.006 acre or 300 square feet parcel or tract of land crossing Rick Francis Street and being located South of the intersection of Alberta Avenue and Rick Francis Street and lying within the corporate limits of the City of El Paso, Texas. The said subdivision is of record in Volume 0017, Page 0019 found in the El Paso County Plat Records located in the City of El Paso, El Paso County, Texas.

This survey conforms to the plat of Val Verde Addition plat.

The Basis of Bearings are based on those bearing depicted on the plat of Val Verde Addition along the southerly right-of-way line of Alberta Avenue of record in Volume 0017, Page 0019 found in the El Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a set one-half inch reinforcement bar with a cap stamped G-3ng TX RPLS No. 5679 lying on westerly right-of-way of Rick Francis Street (30-foot right-of-way) from which the two following courses bear for reference;

Thence, North 00°50'00" West, a distance of 734.00 feet to a chiseled "X" found lying at the northeast corner of Lot 44, Block 3, Val Verde Addition at the intersection of Alberta Avenue (70-foot right-of-way) and Rick Francis Street (30-foot right-of-way);

Thence, South 89°10'00" West, a distance of 149.94 feet (150.00 feet plat call) to a chiseled "X" found at the northwest corner of said Lot 44;

Thence, continuing from the Beginning and crossing Rick Francis Street, North 89°10'00" East, a distance of 30.00 feet to a chiseled "X" in concrete set on the easterly right-of-way of Rick Francis Street;

Thence, along the said right-of-way, South 00°50'00" East, a distance of 10.00 feet to a chiseled "X" in concrete set for a corner;

Thence, South 89°10'00" West, a distance of 30.00 feet to a chiseled "X" in concrete set on the westerly right-of-way of Rick Francis Street from which an chiseled is found for the southeast corner of Block 3 on the northerly right-of-way line of Alameda Avenue that bears South 00°50'00" East, a distance of 25.20 feet;

Thence, along said westerly right-of-way, North 00°50'00" West, a distance of 10.00 feet to the Beginning and containing 0.006 acre or 300 square feet of land more or less.

TXBPE F-14940
TXBPLS F-10194079

G-3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com

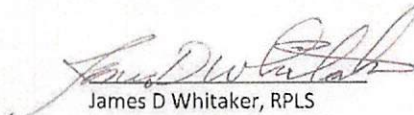


Easement Survey for a Fiber Optic Crossing at Rick Francis Avenue, City of El Paso, El Paso County,
Texas

This field note description follows a plat of survey of equal date.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this field note description and
accompanying survey plat is a representation of the facts found at the time of a ground survey
performed by me or under my supervision on the date shown herein.

This November 20, 2018


James D Whitaker, RPLS
Registration Number: 5679

This field note description was prepared
for the benefit of Texas Tech University Health Sciences Center.

TXBPE F-14940
TXBPLS F-10194079

G-3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com



EXHIBIT "D"

Field Note Description

Page 1 of 2

Easement Survey for a Fiber Optic Crossing at Alberta Avenue and Rick Francis Avenue, City of El Paso, El Paso County, Texas

A field note description of a fiber optic easement containing 0.006 acre or 300 square feet parcel or tract of land crossing Rick Francis Street being located South of the intersection of Alberta Avenue and Rick Francis Street and lying within the corporate limits of the City of El Paso, Texas. The said subdivision is of record in Volume 0017, Page 0019 found in the El Paso County Plat Records located in the City of El Paso, El Paso County, Texas.

This survey conforms to the plat of Val Verde Addition plat.

The Basis of Bearings are based on those bearing depicted on the plat of Val Verde Addition along the southerly right-of-way line of Alberta Avenue of record in Volume 0017, Page 0019 found in the El Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a chiseled "X" found lying at the northeast corner of Lot 44, Block 3, Val Verde Addition at the intersection of Alberta Avenue (70-foot right-of-way) and Rick Francis Avenue (30-foot right-of-way) from which the following course,

South 89°10'00" West, a distance of 149.94 feet (150.00 feet plat call) to a chiseled "X" found at the northwest corner of said Lot 44;

Thence, continuing from the Beginning, North 00°50' 00" West, a distance of 3.82 feet to a chiseled "X" in concrete set for a corner;

Thence, crossing Rick Francis Street, North 89°10'00" East, a distance of 30.00 feet to a chiseled "X" in concrete set on the easterly right-of-way of Rick Francis street;

Thence, along the said right-of-way South 00°50'00" East, a distance of 10.00 feet to a chiseled "X" in concrete set for a corner;

Thence, South 89°10'00" West, a distance of 30.00 feet to a chiseled "X" in concrete set on the westerly right-of-way of Rick Francis street which a chiseled is found for the southeast corner of Block 3 on the northerly right-of-way line of Alameda Avenue that bears South 00°50'00" East, a distance of 763.02 feet;

Thence, continuing along the said westerly right-of-way, North 00°50'00" West, a distance of 6.18 feet to the Beginning and containing 0.006 acre or 300 square feet of land more or less.

TXBPE F-14940
TXBPLS F-10194079

G-3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com

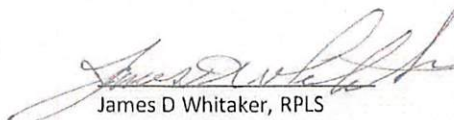


Easement Survey for a Fiber Optic Crossing at Alberta Avenue and Rick Francis Avenue, City of El Paso, El Paso County, Texas

This field note description follows a plat of survey of equal date.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this field note description and accompanying survey plat is a representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

This November 20, 2018


James D Whitaker, RPLS
Registration Number: 5679

This field note description was prepared
for the benefit of Texas Tech University Health Sciences Center.

TXBPE F-14940
TXBPLS F-10194079

G-3 Engineering, LLC
1901 Arizona Suite 205 | El Paso, TX 79902
(915) 209-5141 | (915) 503-1969 Fax | info@G-3ng.com



MEMORANDUM

DATE: September 9, 2019

TO: The Honorable Mayor and City Council
Tomàs Gonzalez, City Manager

FROM: Armida R. Martinez, Senior Planner

SUBJECT: NESV2019-00001

NESV2019-00001, Texas Tech University Health Sciences Center request to install two (2) new bundles of four (4”) inch communication conduits underneath Rich Francis Street near the intersections of Alameda and Robert Brown for future use to run fiber to support the needs of a new medical science building. A request was also received to install a permanent irrigation line to serve irrigation needs for the landscaping of the building. The irrigation line will share one (1) of the two (2) areas of encroachment. Each encroachment area is 300 sq. ft. The total areas of encroachment is 600 sq. ft.

This item was distributed to the Development Coordinating Committee (DCC) on January 30, 2019. This final License Agreement has been drafted in accordance to staff comments. No subsequent adverse comments were received.

Property Owner: Texas Tech University Health Sciences Center of El Paso
Applicant: Texas Tech University Health Sciences Center of El Paso

Attachments: Distribution Packet



Planning & Inspections Department

Mayor

Dee Margo

City Council

District 1

Peter Svarzbein

District 2

Alexsandra Annello

District 3

Cassandra Hernandez

District 4

Dr. Sam Morgan

District 5

Isabel Salcido

District 6

Claudia Ordaz Perez

District 7

Henry Rivera

District 8

Cissy Lizarraga

City Manager

Tommy Gonzalez

To: Development Coordinating Committee (DCC)
CC: Russel Abeln, Assistant City Attorney
Omar DeLa Rosa, Assistant City Attorney
From: Armida Martinez, Planner
Date: January 30, 2019
Subject: Case Distribution – New Special Privilege Application

Attached for your review and comment is a special privilege for request for consideration. Please submit comments via Accela and/or email, on or before February 13, 2019 to Armida Martinez at martinezar@elpasotexas.gov.

NESV2019-00001 Applicant is requesting to install two new bundles of four (4") inch communication conduit underneath Rick Francis Street (Formerly Concepcion Street) near the intersections of Alameda and Robert Brown Avenue (Formerly Alberta Avenue). Texas Tech University Health Sciences Center of El Paso is listed as the Applicant for this submission.

The encroachments areas are 300 sq. ft. each. Beneath Rick Francis Street.

Applicant: TTUHSCEP
Representative: Lisa Badillo
Zoning: SCZ (Smart Code – Civic Zone)
District: 3 & 8
Staff Contact: Armida Martinez (915) 212-1605, martinezar@elpasotexas.gov

Attachments: NESV2019-00001

Planning & Inspections Department
Philip F. Etiwe, Director
City 3 | 801 Texas Ave | El Paso, Texas 79901

"Delivering Outstanding Services"



**PLANNING AND INSPECTIONS DEPARTMENT
APPLICATION FOR SPECIAL PRIVILEGE PERMITS & LICENSES**

1. PROPERTY OWNER (S): Texas Tech University Health Sciences Center at El Paso
ADDRESS: 5001 El Paso Drive CITY El Paso STATE TX ZIP CODE: 79905
PHONE: 915-215-4585 FAX: 915-215-8813 EMAIL: lisa.badillo@ttuhsc.edu
2. APPLICANT(S): SAME AS ABOVE
ADDRESS: _____ CITY _____ STATE _____ ZIP CODE: _____
PHONE: _____ FAX: _____ EMAIL: _____
3. REPRESENTATIVE(S): Lisa Badillo
ADDRESS: 5001 El Paso Drive CITY El Paso STATE TX ZIP CODE: 79905
PHONE: 915-215-4585 FAX: 915-215-8813 EMAIL: lisa.badillo@ttuhsc.edu
Rick Francis Street (formerly N Concepcion) just south of intersection with Robert Brown Ave (formerly Alberta Ave) and Rick Francis Street just north of intersection with Alameda Avenue
4. LOCATION: See attached Exhibits
5. LEGAL DESCRIPTION: See attached Exhibits
6. ZONING: _____ HISTORIC DESIGNATION: ☐ YES ☐ NO CITY REPRESENTATIVE DISTRICT #: _____
7. ENCROACHMENT ON: ☐ PUBLIC RIGHT-OF-WAY ☐ PUBLIC EASEMENT ☒ BOTH
8. TYPE OF ENCROACHMENT (CHECK ALL THAT APPLY): ☐ AERIAL ☐ SURFACE ☒ SUBSURFACE
Two separate crossings per Exhibits
SIGN, TYPE _____; SIZE _____; NUMBER _____
CANOPY/AWNING, SIZE _____; MATERIAL _____; NUMBER _____
PIPELINE/CABLE, SIZE 4"; DEPTH 3 feet; NUMBER 4;
OTHER, SPECIFY _____
9. OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL (S): Frank Stout
PRINTED NAME: Frank Stout SIGNATURE: [Signature]
PRINTED NAME: _____ SIGNATURE: _____
PRINTED NAME: _____ SIGNATURE: _____

Note: signatures are required for all owners of record for the property proposed for detailed site plan review. Attach additional signatures on a separate sheet of paper

APPLICATION FEE: REFER TO SCHEDULE C (ADOPTED FEES), CITY OF EL PASO ANNUAL BUDGET

PLEASE NOTE: AS PER TITLE 15.08.120, APPLICATIONS FOR PROPERTIES WITHIN THE DOWNTOWN BOUNDARY, ARE SMART CODE ZONED, OR ARE IN ACCORDANCE WITH TRANSIT ORIENTED DEVELOPMENT ALONG A CITY DESIGNATED RAPID TRANSIT STATION (RTS) CORRIDOR ARE NOT ASSESSED AN APPLICATION FEE.

**** OFFICE USE ONLY ****

NESV _____	DCC FIELD DATE: ____/____/____	DCC REVIEW DATE: ____/____/____
DCC RECOMMENDATION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH CONDITIONS <input type="checkbox"/> DISAPPROVE	
HLC ACTION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH CONDITIONS <input type="checkbox"/> DISAPPROVE	
ADMINISTRATIVE ACTION:		
COUNCIL ACTION:	INTRODUCTION: ____/____/____	PUBLIC HEARING: ____/____/____
FINAL ACTION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH CONDITIONS <input type="checkbox"/> DISAPPROVE	
CONSIDERATION: _____	RENEWAL DATE: ____/____/____	EXPIRATION DATE: ____/____/____
TERM: _____	Accepted by: _____	

Contracting Office

January 25, 2019

Jeffery Howell
City of El Paso, Lead Planner
Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79950-1890

RE: Transmittal Letter - Special Privilege Application

Mr. Howell:

Enclosed are the following documents for Special Privilege License on behalf of Texas Tech Health Sciences Center at El Paso (TTUHSCEP):

- Completed application
- Location Map Sheet
- Site Development Plan/Metes and Bounds Description
- Certificate of Liability

TTUHSCEP will be installing two new bundles of four (4") inch communication conduits underneath Rick Francis Street using an open trench for future use to run fiber to support the needs of our new Medical Science Building. The new conduits will provide data services which will connect with existing telecommunication manholes that belong to TTUHSCEP. The location of the crossings will be in the two new easements shown on the survey documents. TTUHSCEP has contracted with Sundt Construction Inc. and The Garick Group, Inc. to perform the necessary services.

Upon review of the documents and our application, please advise if additional information is needed. I can be reached at 915-215-4585 or via email at lisa.badillo@ttuhsc.edu should you have any questions.

Sincerely,



Lisa Badillo

Senior Managing Director – Contracting Services
Texas Tech University Health Sciences Center at El Paso

Easement Survey for a Fiber Optic Crossing at Rick Francis Avenue, City of El Paso, El Paso County, Texas

A field note description of a fiber optic easement containing 0.006 acre or 300 square feet parcel or tract of land crossing Rick Francis Street and being located South of the intersection of Alberta Avenue and Rick Francis Street and lying within the corporate limits of the City of El Paso, Texas. The said subdivision is of record in Volume 0017, Page 0019 found in the El Paso County Plat Records located in the City of El Paso, El Paso County, Texas.

This survey conforms to the plat of Val Verde Addition plat.

The Basis of Bearings are based on those bearing depicted on the plat of Val Verde Addition along the southerly right-of-way line of Alberta Avenue of record in Volume 0017, Page 0019 found in the El Paso County Plat Records located in the City of El Paso, Texas. The parcel or tract of land is being more particularly described by metes and bounds as follows:

Beginning at a set one-half inch reinforcement bar with a cap stamped G-3ng TX RPLS No. 5679 lying on westerly right-of-way of Rick Francis Street (30-foot right-of-way) from which the two following courses bear for reference;

Thence, North 00°50'00" West, a distance of 734.00 feet to a chiseled "X" found lying at the northeast corner of Lot 44, Block 3, Val Verde Addition at the intersection of Alberta Avenue (70-foot right-of-way) and Rick Francis Street (30-foot right-of-way);

Thence, South 89°10'00" West, a distance of 149.94 feet (150.00 feet plat call) to a chiseled "X" found at the northwest corner of said Lot 44;

Thence, continuing from the Beginning and crossing Rick Francis Street, North 89°10'00" East, a distance of 30.00 feet to a chiseled "X" in concrete set on the easterly right-of-way of Rick Francis Street;

Thence, along the said right-of-way, South 00°50'00" East, a distance of 10.00 feet to a chiseled "X" in concrete set for a corner;

Thence, South 89°10'00" West, a distance of 30.00 feet to a chiseled "X" in concrete set on the westerly right-of-way of Rick Francis Street from which an chiseled is found for the southeast corner of Block 3 on the northerly right-of-way line of Alameda Avenue that bears South 00°50'00" East, a distance of 25.20 feet;

Thence, along said westerly right-of-way, North 00°50'00" West, a distance of 10.00 feet to the Beginning and containing 0.006 acre or 300 square feet of land more or less.

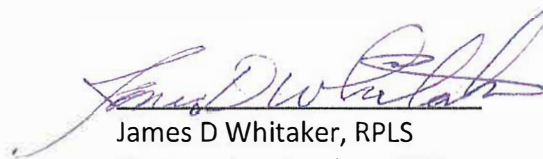


Easement Survey for a Fiber Optic Crossing at Rick Francis Avenue, City of El Paso, El Paso County, Texas

This field note description follows a plat of survey of equal date.

I, James D. Whitaker, a Registered Professional Land Surveyor, certify this field note description and accompanying survey plat is a representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

This November 20, 2018

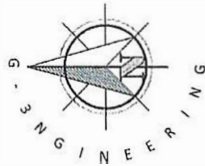


James D Whitaker, RPLS
Registration Number: 5679

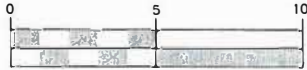
This field note description was prepared
for the benefit of Texas Tech University Health Sciences Center.



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO
4911 ALAMEDA AV.
LOTS 8 & 9, BLOCK 3
VAL VERDE
SUBDIVISION
INSTRUMENT No. 201600085736
EL PASO COUNTY DEEDS AND RECORDS



GRAPHIC SCALE



1 inch = 5 ft.

S0° 50' 00"E 10.00' EAST R.O.W.
STANDARD CURB

N89° 10' 00"E 30.00'

RICK FRANCIS ST.
(CONCEPTION ST.)
(30' R.O.W.)

S89° 10' 00"W 30.00'

RICK FRANCIS ST.
(CONCEPTION ST.)
(30' R.O.W.)

CONCRETE DRIVEWAY

N00°50'00"W 734.00' FIELD AND PLAT
WEST R.O.W.

BEGINNING N0° 50' 00"W 10.00'

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CTR.
5001 EL PASO DR
E BENNETT SURV 11 25-B
(8.568 AC) & 25-C
VOLUME 4153, PAGE 1419
EL PASO COUNTY DEEDS
AND RECORDS

SOUTHEAST CORNER
OF BLOCK 3
FOUND CHISELED "X"
ALAMEDA AVE.
(100' R.O.W.)

ALBERTA AVE.
(70' R.O.W.)

FOUND CHISELED "X"
149.94' FIELD (S89°10'00"W 150.00' PLAT)
SOUTH R.O.W.
FOUND CHISELED "X"
NORTHEAST CORNER
OF BLOCK 3
4908 ALBERTA AVE.
LOTS 41 TO 44, BLOCK 3
VAL VERDE ADDITION
TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER AT EL PASO
INSTRUMENT No. 20110071376
E.P.C.D.R.

NOTES:

1. THE BASIS OF BEARING CONFORM TO THOSE BEARINGS FOUND ON A PLAT FOR VAL VERDE ADDITION AS FILED IN VOLUME 0017, PAGE 0019 PLAT RECORDS OF EL PASO COUNTY, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.
2. THIS SURVEY WAS PERFORMED FOR THE BENEFIT OF TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "C", AS DESIGNATED BY THE F.I.R.M. FLOOD INSURANCE RATE MAP, CITY OF EL PASO, OCTOBER 15, 1982, COMMUNITY No. 480214, PANEL NUMBER 0040 B
5. THIS PLAT OF SURVEY AND FIELD NOTE DESCRIPTION CONFORMS TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING GENERAL RULES AND PROCEDURES CITED IN SECTION 663.13 THROUGH 663.21.
6. LAND SURVEYING IS UNDER THE JURISDICTION OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. COMPLAINTS REGARDING SURVEYING SERVICES MAY BE ADDRESSED TO: 12100 PARK 35 CIRCLE, BUILDING A, SUITE 156, MC-230, AUSTIN, TEXAS 78753, PHONE (512) 239-5263.

I, James D Whitaker, a Registered Professional Land Surveyor, certify this plat is a correct representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

○ SET CHISELED "X" IN CONCRETE

Field 10/20/18 Book .005 Pg. 74



G-3 ENGINEERING, LLC
1901 ARIZONA, SUITE 205
EL PASO, TX 79902
(915) 209-5141
INFO@G-3NG.COM
TBPLS F-10194079

EASEMENT SURVEY

FIBER OPTIC EASEMENT CROSSING
RICK FRANCIS STREET,
VAL VERDE ADDITION,
AN ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
CONTAINING 0.006 ACRE OR 300 sq.ft.
OF LAND MORE OR LESS.

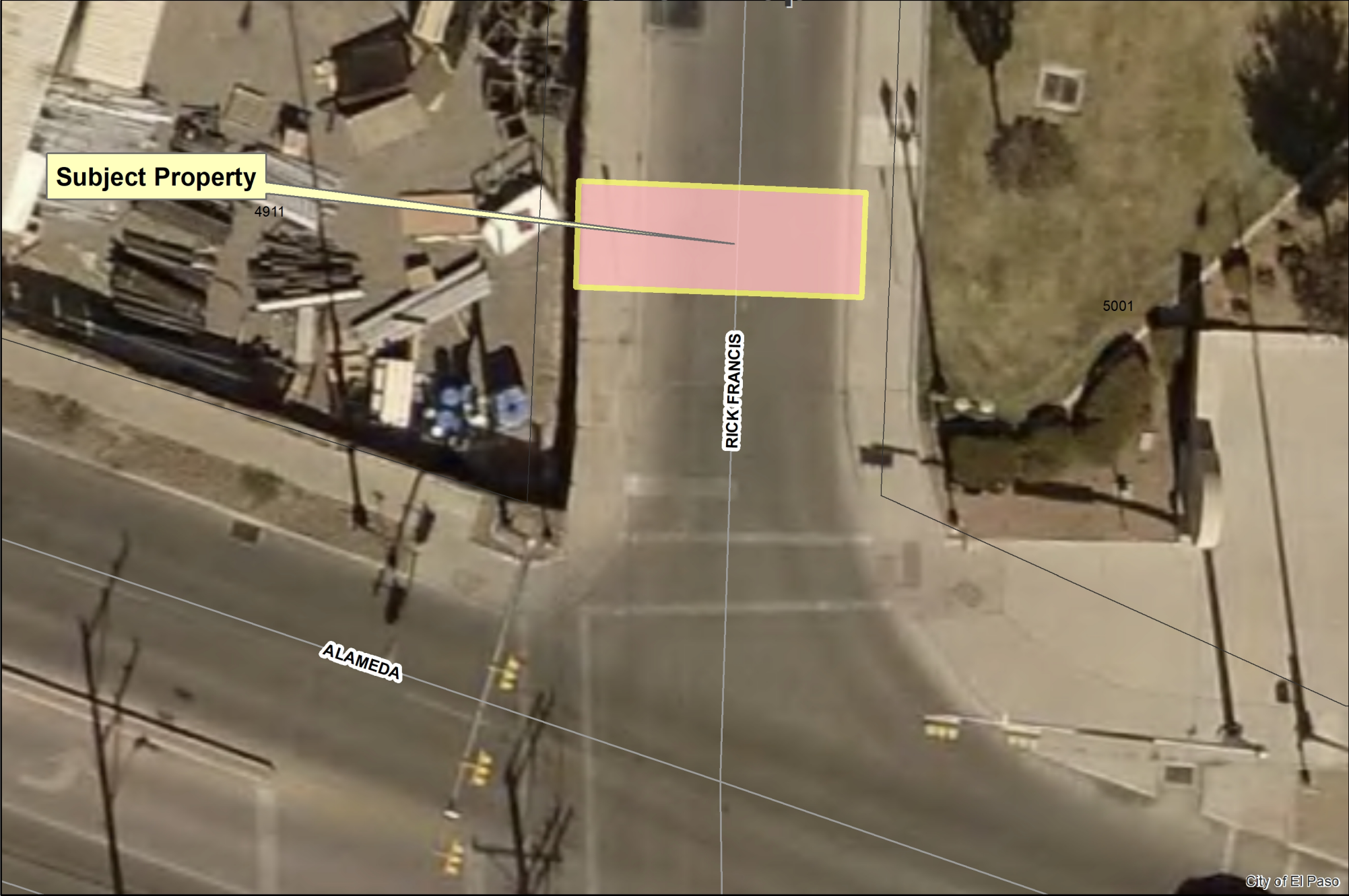
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Date 11/09/18 Drawn by LAG

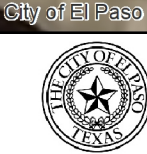
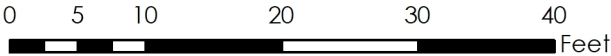
James D Whitaker R.P.L.S.
Texas Registration Number: 5679
11/20/18

COPY RIGHT© JOB NO. 2018.11.117

Location Map



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Easement Survey for a Fiber Optic Crossing at Alberta Avenue and Rick Francis Avenue, City of El Paso, El Paso County, Texas

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Thence, continuing from the Beginning, North 00°50' 00" West, a distance of 3.82 feet to a chiseled "X" in concrete set for a corner;

Thence, crossing Rick Francis Street, North 89°10'00" East, a distance of 30.00 feet to a chiseled "X" in concrete set on the easterly right-of-way of Rick Francis street;

Thence, along the said right-of-way South 00°50'00" East, a distance of 10.00 feet to a chiseled "X" in concrete set for a corner;

Thence, South 89°10'00" West, a distance of 30.00 feet to a chiseled "X" in concrete set on the westerly right-of-way of Rick Francis street which a chiseled is found for the southeast corner of Block 3 on the northerly right-of-way line of Alameda Avenue that bears South 00°50'00" East, a distance of 763.02 feet;

Thence, continuing along the said westerly right-of-way, North 00°50'00" West, a distance of 6.18 feet to the Beginning and containing 0.006 acre or 300 square feet of land more or less.

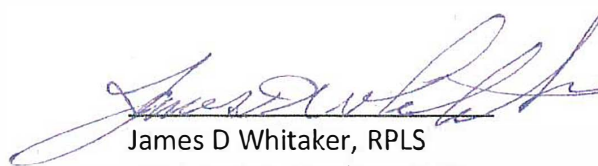


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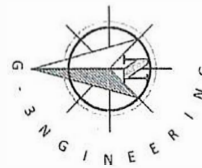

James D Whitaker, RPLS
Registration Number: 5679

This field note description was prepared
for the benefit of Texas Tech University Health Sciences Center.

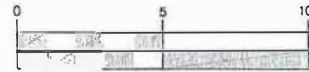


TEXAS TECH UNIVERSITY
HEALTH SCIENCES CTR.
200 N CONCEPTION ST. E
BENNETT SURV 11 TR
25-D
VOLUME 4153, PAGE 1411
EL PASO COUNTY DEEDS
AND RECORDS

TEXAS TECH UNIVERSITY
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5001 EL PASO DR
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VOLUME 4153, PAGE 1419
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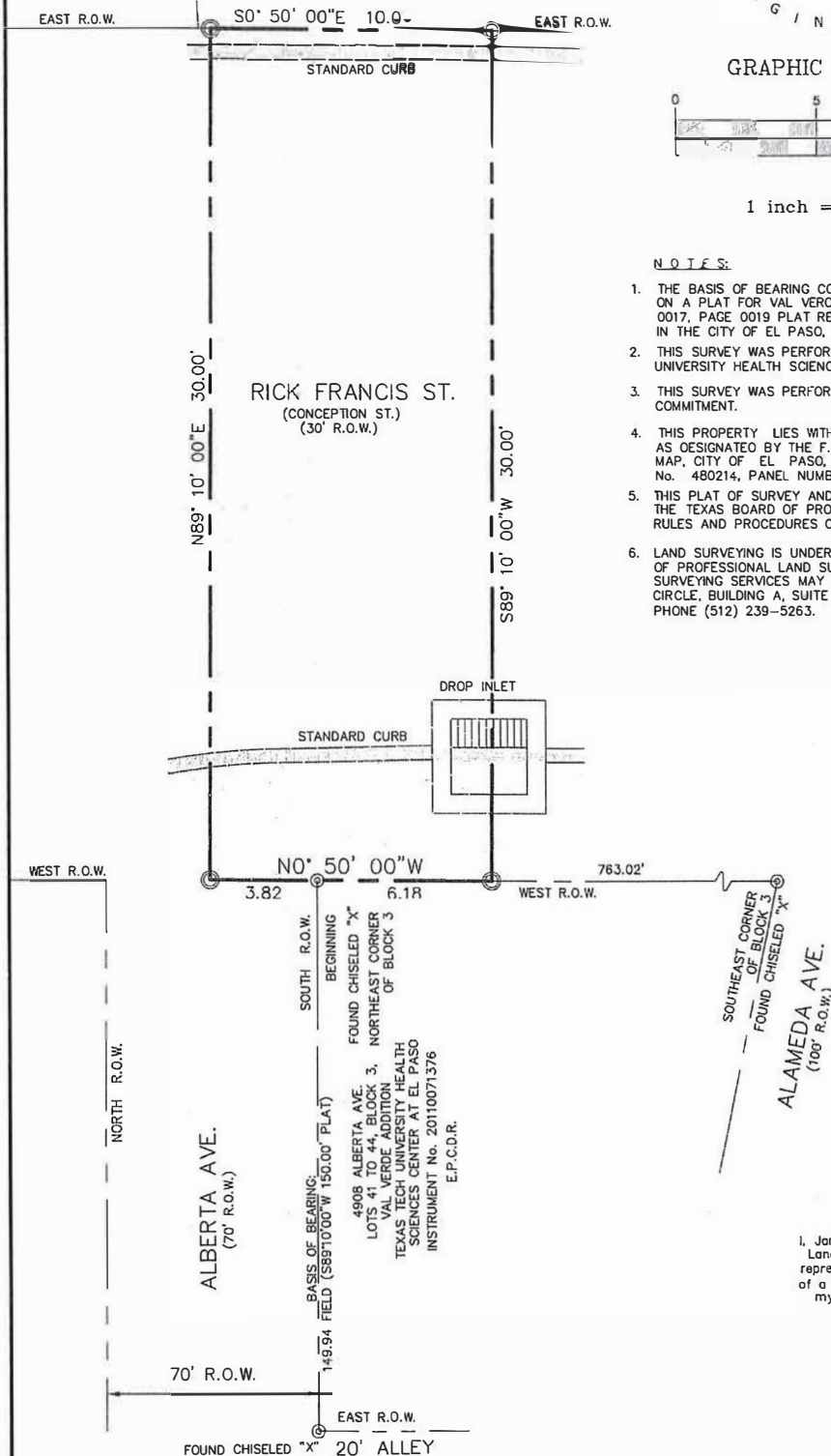
GRAPHIC SCALE



1 inch = 5 ft.

NOTES:

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I, James D Whitaker, a Registered Professional Land Surveyor, certify this plat is a correct representation of the facts found at the time of a ground survey performed by me or under my supervision on the date shown herein.

SET CHIESELEO "X" IN CONCRETE

Field 10/20/18 Book .005 Pg. 74



G-3 ENGINEERING, LLC
1901 ARIZONA, SUITE 205
EL PASO, TX 79902
(915) 209-5141
INFO@G-3ENG.COM
TBPLS F-10194079

EASEMENT SURVEY

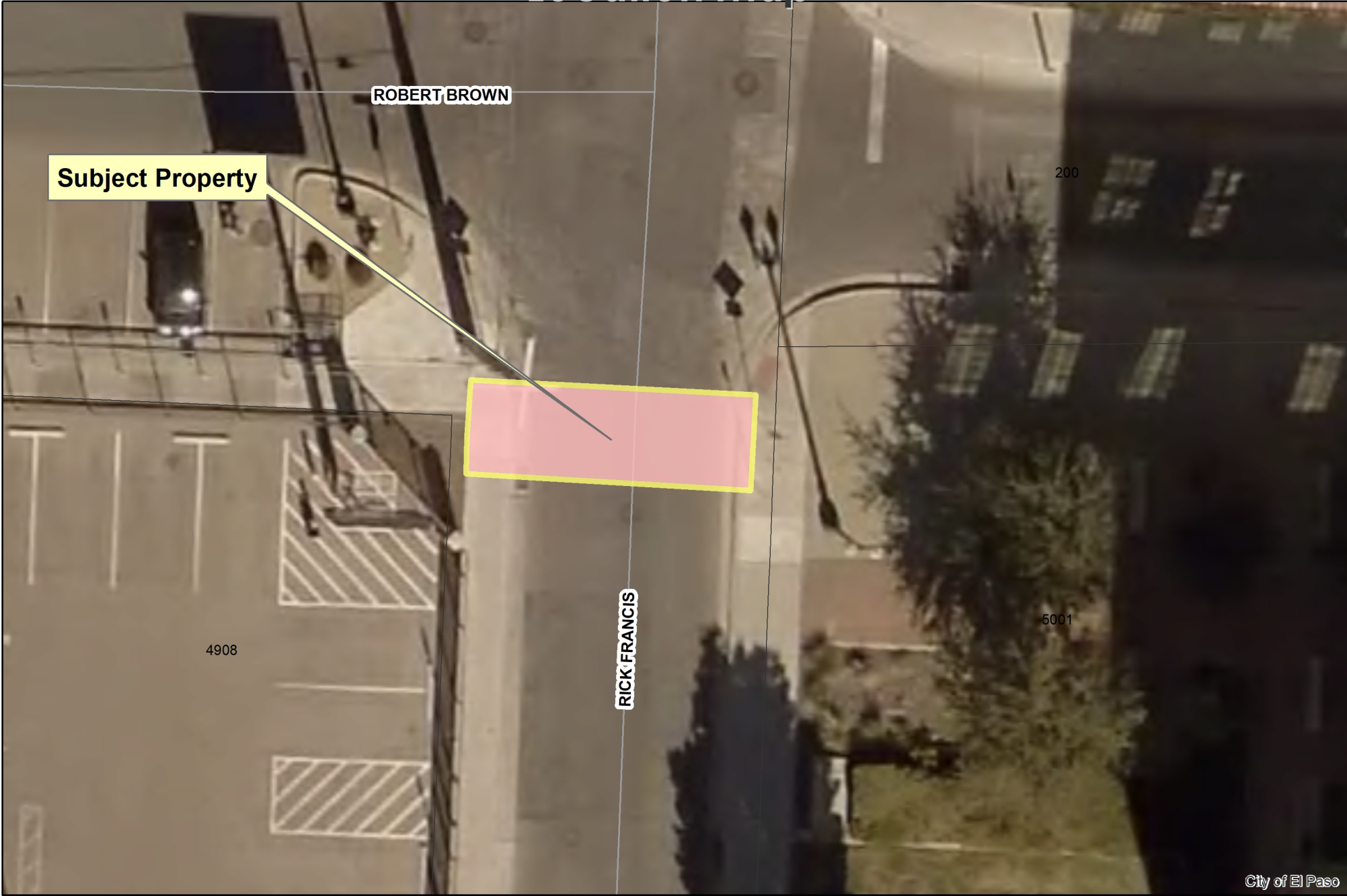
FIBER OPTIC EASEMENT CROSSING
AT RICK FRANCIS STREET
AND ALBERTA AVENUE INTERSECTION,
VAL VERDE ADDITION,
AN ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
CONTAINING 0.006 ACRE OR 300 sq.ft.
OF LAND MORE OR LESS.
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Date 11/09/18 Drawn by LAG

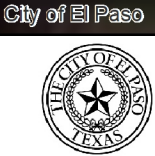
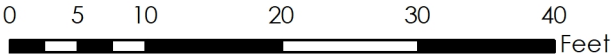
James D Whitaker R.P.L.S.
Texas Registration Number: 5679
11/20/18

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Location Map



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TEXAS TECH UNIVERSITY SYSTEM

Risk Management

September 1, 2018

To Whom It May Concern:

Texas Tech University System (TTUS) and its components Texas Tech University System Administration, Texas Tech University, Texas Tech University Health Sciences Center, Texas Tech University Health Sciences Center-El Paso and Angelo State University as Texas state agencies are self-funded for Commercial General Liability and Workers' Compensation. Consequently we cannot provide certificates of insurance for these coverages.

TTUS participates in a formal self-funded workers' compensation program which meets state limits and is administered through the State Office of Risk Management pursuant to Chapter 412 of the Texas Labor Code. The coverage extends domestically and in foreign countries.

TTUS does not purchase commercial general liability or employer's liability insurance for its general operations. However, the Texas Tort Claims Act (the Act), Chapter 101 of the Texas Civil Practice and Remedies Code, does provide a limited waiver of the sovereign immunity that protects governmental units in Texas such as the institutions of Texas Tech University System. Thus, the Act may provide a remedy for claimants who make tort claims that fall under its provisions. Liability in cases of personal injury or death is limited to a maximum of \$250,000 per person and \$500,000 for each single occurrence. Maximum liability for injury to or destruction of property is \$100,000 for each single occurrence.

TTUS purchases automobile liability insurance for all University owned, hired and non-owned vehicles with limits of at least \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 for property damage. These damage limits are set by the statute as discussed above.

Additionally, Texas Tech University System and its components, as a state institutions of higher education, and thus state agencies, are precluded from granting full indemnity in an agreement with another entity. The preclusion has two bases, the first of which is the Texas Constitution. Article 3, Sections 50-52, of the constitution generally provide that the State has no power to give, lend, or pledge the credit of the State to any person, association, or corporation, or to make any grant of public moneys to any person, association, or corporation. The second basis for the preclusion is the doctrine of governmental immunity which, although abrogated in other states, continues to be the rule in Texas. The State cannot be sued in its courts without its (i.e., the State Legislature's) consent. Walsh v. University of Texas, 169 S.W.2d 993 (Tex. Civ. Apl. - El Paso 1942, writ ref'd). The exception to general governmental immunity in Texas is the Texas Tort Claims Act, cited above, which waives immunity in two general areas: (i) injuries arising out of use of publicly owned motor vehicles and motor-driven equipment, and (ii) injuries arising out of conditions or use of property. Texas Tech University's liability under the Act is limited as discussed previously.

If additional information is needed, do not hesitate to contact our office. If necessary TTUS attorneys can answer any legal questions concerning the Texas Tort Claims Act or other issues with legal implications.

Respectfully,

A handwritten signature in blue ink that reads "Steve Bryant".

Steve Bryant, CRM, ARM
Managing Director

Box 42003 | Lubbock, Texas 79409-2003

An EEO/Affirmative Action Institution