

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Engineering

AGENDA DATE: June 17, 2008

CONTACT PERSON/PHONE: R. Alan Shubert, City Engineer (X4423)

DISTRICT(S) AFFECTED: 1

SUBJECT:

THAT the City Manager be authorized to sign a Developer's Participation Agreement between the CITY OF EL PASO and EL PASO GLORY ROAD, LLC, to allow the City to participate in the cost of the construction of public improvements along Mesa Street, Glory Road and Cincinnati Street, in an amount not to exceed thirty thousand dollars and NO/100 (\$30,000.00) in accordance with Local Government Code Section 212.071.

BACKGROUND / DISCUSSION:

This agreement allows the City to pay an amount not to exceed \$30,000.00 toward the cost of public improvements along Mesa Street, glory Road and Cincinnati Street. This amount is less than the maximum allowable 30% of the total estimated cost for the subdivision. The developer must complete the construction within 210 days of notification of the approval of a building permit for the project.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

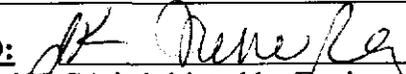
Project No. PMT08001
Fund No.: 60600
Dept ID No.: 31260001
Account No.: 508027
Funding source is Fiscal Year 2003 Certificate of Obligations

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: 

(Example: if RCA is initiated by Engineering, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

THAT the City Manager be authorized to sign a Developer's Participation Agreement between the CITY OF EL PASO and EL PASO GLORY ROAD, LLC. to allow the City to participate in the cost of the construction of public improvements along Mesa Street, Glory Road and Cincinnati Street, in an amount not to exceed thirty thousand dollars and 00/100 (\$30, 000.00) in accordance with Local Government Code Section 212.071.

ADOPTED this the _____ day of _____, 2008.

THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto

Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the parties hereto, the City and Developer do agree as follows:

I. Term Of The Agreement

1. This Agreement becomes effective and binding and enforceable against the parties upon the approval by the City Council of El Paso of each of the following: The Site Plan and zoning use of the Property. The City Council's approval date for such matters is called the "Effective Date".

2. This Agreement becomes effective as of the Effective Date and automatically terminates upon completion of the following:

a. After the construction of the improvements are completed and the City Engineer has inspected the improvements to assure that City the improvements specifications have been met, and

b. The City has paid to the Developer the City's share of the development costs the City agreed to pay under the terms of this Agreement. If the City Engineer determines that the City's specifications have not been met, Developer shall be responsible for any necessary corrections and alterations and all costs associated to construct any such necessary corrections and alterations. The City shall not be responsible nor participate in any costs associated with the work associated with such corrections and alterations, and,

c. The Developer provides a warranty on its work in accordance with the requirements of the City Code.

II. Scope of Project

1. The Project is defined as completion of public improvements as specified and shown on the City of El Paso Engineering Department design plans (the "City Engineering Plans") attached hereto as Exhibit "B" which is incorporated herein for all purposes.

a. The Developer shall:

(1) Construct the sidewalk, landscape and pedestrian plaza (excluding the pedestrian plaza located in the alley) in accordance with the City Engineering Plans.

(2) Maintain that portion of the pedestrian plaza area located within the Property.

(3) Allow the City, at the City's sole cost, to install mural art projects on the building walls abutting the pedestrian plaza within the alley, provided such art is approved by the Developer.

b. The City Shall:

(1) Prepare the sidewalk, landscape and pedestrian plaza designs.

(2) Within ninety (90) days after the Effective Date, initiate an alley vacation for the alley abutting the Property to restrict such use to pedestrian traffic only to enable the alley to be used as a pedestrian plaza. Such vacation shall not be effective until construction begins on the Glory Road Transit Terminal.

(3) Upon vacation of the alley and construction start of the Glory Road Transit Terminal, the City shall, at its own expense, relocate the Developer's driveway which abuts the Property and the alley to the area marked on the attached City Engineering Plans.

(4) Reimburse the Developer the sum of \$30,000 for a portion of the costs of incurred or to be incurred by it to construct the sidewalk landscape and pedestrian plaza (but excluding that portion of the pedestrian plaza within the alley), in accordance with the City Engineering Plans.

(5) Construct the portion of the pedestrian plaza located within the alley in conjunction with the construction of the Glory Road Transit Terminal project.

(6) Include and construct as part of the Glory Road Transit Terminal a major primary entrance feature which will orient and direct pedestrian traffic to the pedestrian plaza.

2. The Developer agrees that all Project construction and materials shall be subject to inspection and approval by the City. All Project materials must conform to City specifications and are subject to quality control testing by the City at the Developer's sole cost and expense.

3. The Developer acknowledges that all site preparation, including but not limited to street improvements must be completed in accordance with plans approved by the City prior to the issuance of a building permit for the Project. The City will use its best efforts to cause the Project to be approved by the City as soon as reasonably possible. **The City shall not be liable for any damages which may occur if the Project is abandoned for any reason because of the conduct of third parties or any other factors other than the breach by the City of its covenants made in this Agreement, and the Developer hereby releases the City from any such liability.**

4. All Project construction shall be completed by the Developer within 210 days following the Effective Date, after the issuance of the building permit and notice to Developer of said approval, unless otherwise extended by written amendment and approval by the City, subject to delays by reason of Force Majeure. It is hereby understood and mutually agreed by the Developer and the City that the date of beginning and the time for completion of the Project are **ESSENTIAL CONDITIONS** in the Agreement. **It is further mutually understood and agreed that the construction on the Project shall begin upon the plan approval and communicated notice of that approval to Developer.** The City Manager is authorized to approve any amendments required under this paragraph. The term "Force Majeure" means an event that causes delay by reason of an act of God, fire, windstorm, flood, explosion, collapse of structure or other casualty, epidemic, infectious disease, riot, war, terrorism, military power, labor disputes, failure of utility service, court order, inability to obtain materials, adverse weather that is unusual and unanticipated for the period of time, or an act of like nature that is beyond the reasonable control of such party.

5. The Developer agrees that said work shall be pursued regularly, diligently, and uninterrupted at such a rate of progress as shall ensure completion of the Project within the time specified. It is expressly understood and agreed, by the Developer and the City, that the time for the completion of the Project is a reasonable time for completion.

6. **If the Developer shall neglect, fail or refuse to complete the Project within the time herein specified, subject to delays by reason of Force Majeure, or any proper extension granted by the City or to maintain the Project and such neglect, failure or refusal to complete or maintain the Project results in any safety issue to persons or property as reasonably identified by the City Engineer or his designee, the Developer agrees that the City may issue a stop work order for any work in progress under any issued building**

permit for the Project, and the Developer waives any and all causes of action it may have against the City arising from the City's stop work order. Additionally, the Developer will defend, indemnify and hold the City harmless from any and all causes of action any third party may have against the City arising from the City's stop work order.

7. In the event that Developer fails to complete the Project, and such failure continues for a period of 60 days after written notice is sent by the City, the City reserves the right to complete the construction and assess the costs of completion to the Developer for payment.

8. The Developer agrees to warrant to the City that all work in connection with the Project shall be performed in a good and workmanlike manner, strictly in accordance with the approved plans, and as otherwise provided in this Agreement. This warranty shall remain in full force and effect for a period of one (1) year from and after the date of the City's final acceptance of the Project. No mechanics liens shall ever be threatened or filed against the property identified as the Project. It is understood and agreed that, notwithstanding the acceptance of the Project by the City, the Developer remains fully responsible for the repair and maintenance of the Project as such relates to the Developer's warranty of the Project for a period of one (1) year from the date of the City's acceptance of the Project.

III. Project Funding

The City agrees to participate in the cost of construction of those public improvements not required by the Code to be constructed by the Developer, but which the Developer is willing to construct. The City's contribution for such costs shall not exceed is **THIRTY THOUSAND DOLLARS AND 00/100** (\$30,000.00). Any additional costs associated with the improvements shall require approval of the City prior to the construction of such improvements. The City Manager shall have the authority to approve additional costs not to exceed \$10,000.00, provided that the total contribution from the City for all the improvements on the dedicated land does not exceed 30% of the total cost of the improvements to the Dedicated Land. Within thirty (30) days of presentation to the City of documentation to verify the costs of the improvements along with a written statement from Developer certifying that the improvements have been constructed according to the approved plans, and the City's inspection and approval of the constructed improvements, the City will reimburse Developer the City's portion of the costs.

IV. Termination

In the event that any of the provisions of this Agreement are violated by the Developer or the City, the non-defaulting party may serve written notice to contain the reasons for such intention to terminate the Contract, and unless within thirty (30) consecutive calendar days after the serving of such notice upon the defaulting party, such violation or delay shall cease and satisfactory arrangement of correction is made, the Agreement shall, upon the expiration of said thirty (30) consecutive calendar days, cease and terminate. Termination of this Agreement by Developer does not relieve the City of its obligations under Section 2(e) hereof, if costs under this agreement have been incurred by the Developer.

V. Ownership and Right of Access

Developer hereby acknowledges the rights of the City, its agents, contractors and subcontractors to enter upon and construct and install any equipment that may be required, pursuant to the Contract, to complete the Project. This right of access shall include the right to use or modify any Developer equipment or facilities as deemed necessary by the City. Additionally, in the event that additional authorization is required, Developer agrees to promptly execute the required documents at the request of the City.

VI. Relationship of the Parties

Developer acknowledges that it is not an agent, servant, or employee of the City and is therefore responsible for its own actions performed by itself, its agents or employees during the term of this Agreement.

VII. Insurance

Developer agrees to obtain liability insurance for this project, designating the City of El Paso as an additional insured party. Such insurance policy shall be issued by an insurance company duly authorized to do business in the State of Texas and shall be subject to approval of the City after review by the City Attorney as to form and the City Engineer as to sufficiency, pursuant to the El Paso Municipal Code, Section 13.16.010. The maximum amount recoverable under such policy shall not be less than **TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00)** for death or injury to any person in any one accident, **FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00)** for death or injury to two or more persons in any one accident, and **ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00)** for property damage.

VIII. Bond Required

The Developer agrees to execute a performance bond for one hundred percent (100%) of the Project costs to secure fulfillment of all the Developer's obligations under this Agreement. The bond will be in a form approved by the City. The bond must be executed by a corporate surety in accordance with Texas Government Code, Chapter 2253. The bond shall identify the City as Owner and Obligee and shall bind both the Developer and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bonds shall expressly provide that the Developer shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction.

IX. Increased Costs

This Agreement is a lump sum contract and it is anticipated that additional costs could arise from change, site conditions or latent defects; however, Developer agrees that the City shall not be responsible for additional costs unless Developer receives approval from the City prior to incurring such costs.

X. Indemnification

Developer 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 CONSTRUCTION, OWNERSHIP AND OPERATION OF THE PROJECT. 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 Developer every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Developer 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 Developer 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. Developer will pay all judgments in actions defended by Developer pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Developer, 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 Developer's property from any cause except arising out of its breach of the terms of this Agreement.

XI. Non-Assignability

Subject to Article XVII below, the parties hereto agree that the rights of the Developer and the City under this Agreement are not assignable and will survive the sale, rental, gift or devise of any property adjacent to the Project.

XII. Notice

All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY: The City of El Paso
 Attn: City Manager
 2 Civic Center Plaza, 10th Floor
 El Paso, Texas 79901-1196

copy to: City Engineer
 2 Civic Center Plaza, 4th Floor
 El Paso, Texas 79901-1196

DEVELOPER: El Paso Glory Road, LLC
 3737 Gateway West
 El Paso, Texas 79903

or such other addresses as the parties may designate to each other in writing from time to time.

XIII. Law Governing Agreement

The laws of the State of Texas shall govern the validity, performance, interpretation and enforcement of this Agreement. Venue shall be in the courts of El Paso, County, Texas.

XIV. Interpretation

The City and Developer agree that this Agreement has been freely negotiated by both parties and that in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

XV. Severability

If any provision of this Agreement is prohibited by law or otherwise determined to be illegal, invalid or unenforceable in a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal, invalid or unenforceable provision(s) and the rights and obligations of the parties shall be construed and enforced accordingly.

XVI. Future Maintenance Work

The City shall be responsible for any maintenance or repairs of the improvements. The City's obligations for such work shall begin upon completion of the Project as defined by the Agreement and upon expiration of Developer's warranty. The City agrees that Developer is not responsible for any maintenance and repair of such work after expiration of Developer's warranty, except upon the termination of the easement granted by Developer, such responsibility shall be assumed by the Developer.

XVII. Entire Agreement

This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

XVIII. Authority to Contract

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

CITY OF EL PASO:

Joyce Wilson, City Manager

SIGNATURES CONTINUE ON FOLLOWING PAGE

DEVELOPER:

EL PASO GLORY ROAD, LLC

By: *Gilbert E. Malooly, Sr.*
GILBERT E. MALOOLY, SR
Manager of El Paso Glory Road LLC

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Lupe Cuellar
Lupe Cuellar
Assistant City Attorney

Patricia D. Adauto
Patricia D. Adauto, Deputy City Manager
for Development and Infrastructure Services

ACKNOWLEDGMENTS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

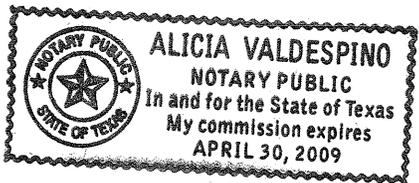
This instrument was acknowledged before me on this _____ day of _____, 2008,
by Joyce Wilson, as the City Manager of the City of El Paso.

Notary Public, State of Texas

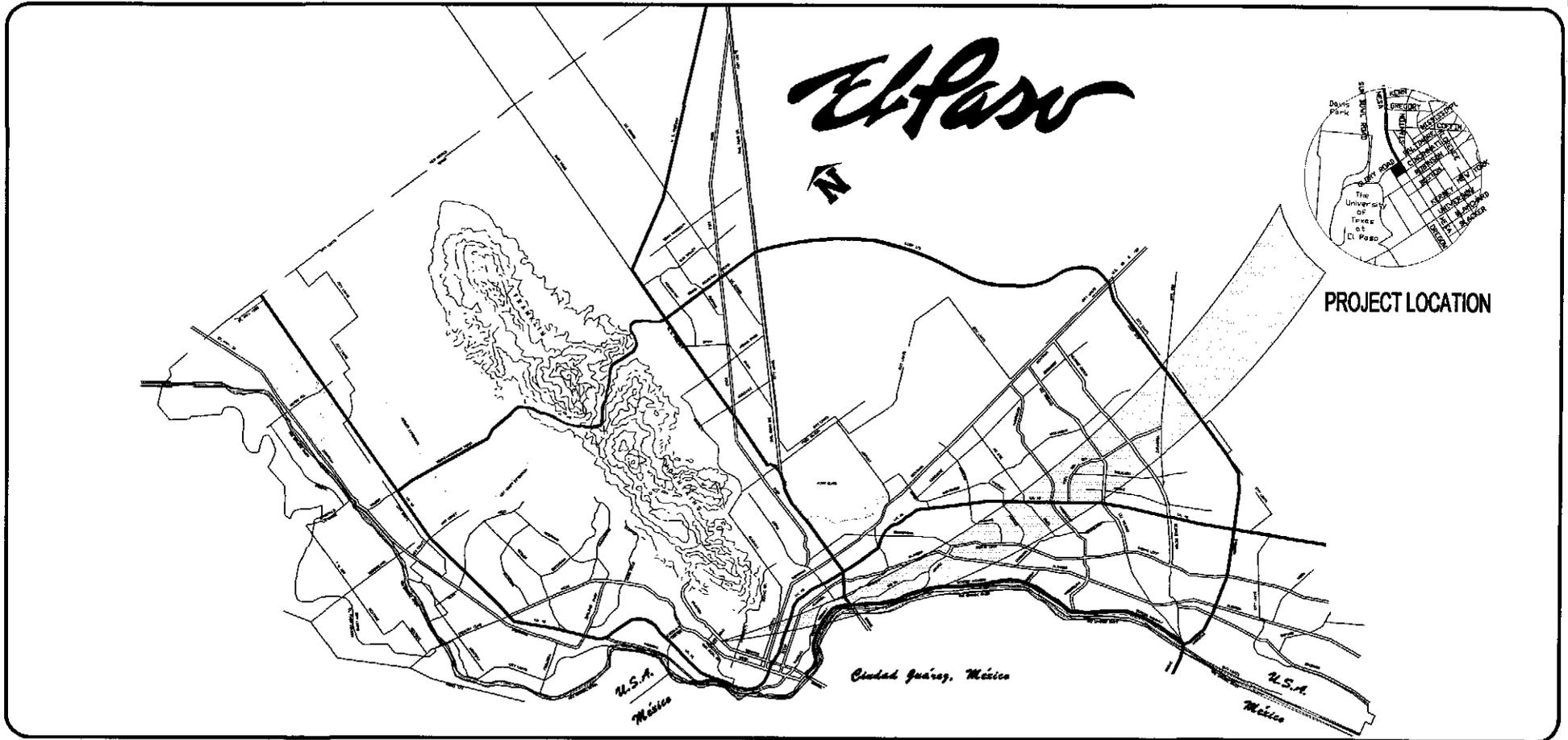
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 6th day of JUNE, 2008,
by GILBERT E. MALOOLY, SR., a manager of El Paso Glory Road, LLC, a Texas limited
liability company, on behalf of said company.

Alicia Valdespino
Notary Public, State of Texas



CITY CLERK DEPT.
08 JUN -9 PM 3:24



DESCRIPTION	SHEET NO.
COVER SHEET	1
GRADING AND DRAINAGE PLAN	2
PROPERTY DESCRIPTION PLAN	3
DEMOLITION PLAN	4
SITE PLAN	5
SITE DETAILS	6
LANDSCAPE PLAN	7
LANDSCAPE DETAILS	8
IRRIGATION PLAN	9
IRRIGATION DETAILS	10



**MESA STREET and GLORY ROAD
PARKWAY IMPROVEMENTS**

FUNDED BY: SOURCE

THE CITY OF EL PASO, TEXAS

**ENGINEERING
DEPARTMENT**

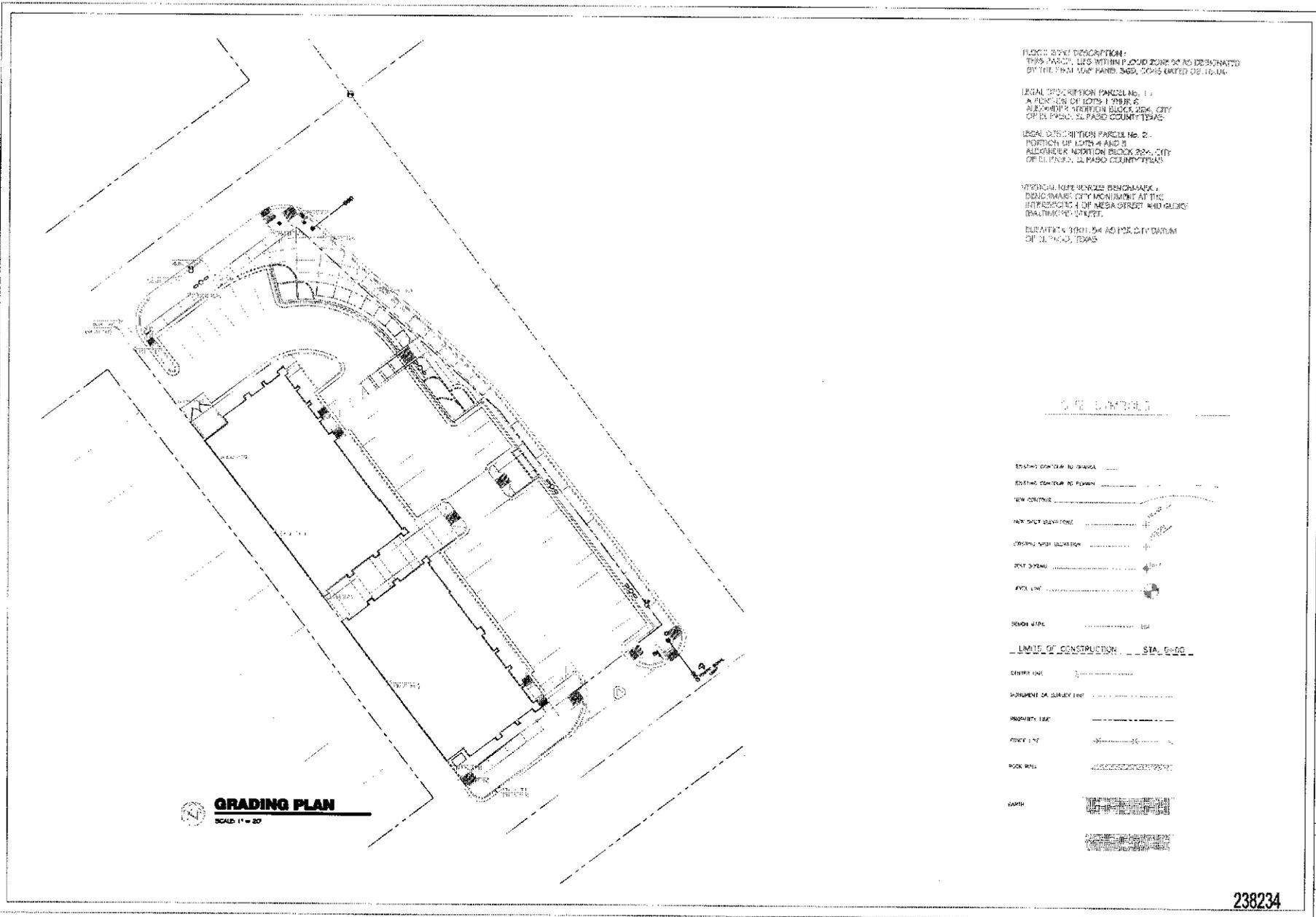
TWO CIVIC CENTER PLAZA
TELEPHONE: 915 641-4200

PAUPER REYES, P.E.
Chief Design Engineer

Date

238234

GLORY ROAD PARKWAY IMPROVEMENT



FLOOD ZONE DESCRIPTION:
THIS PARCEL LIES WITHIN FLOOD ZONE AS DESIGNATED BY THE FIRM MAP PANEL 366A, DATED 02.16.06

LEGAL DESCRIPTION PARCEL No. 1:
A PORTION OF LOTS 1 THRU 6
ALDINGER'S ADDITION BLOCK 284, CITY
OF EL PASO, EL PASO COUNTY TEXAS

LEGAL DESCRIPTION PARCEL No. 2:
PORTION OF LOTS 4 AND 8
ALDINGER'S ADDITION BLOCK 284, CITY
OF EL PASO, EL PASO COUNTY TEXAS

VERTICAL CURVE BENCHMARK:
BASIC BENCHMARK MONUMENT AT THE
INTERSECTION OF MESA STREET AND GLORY
ROAD, INTERSECTION.

ELEVATION: 1001.54 AS PER CITY DATUM
OF EL PASO, TEXAS

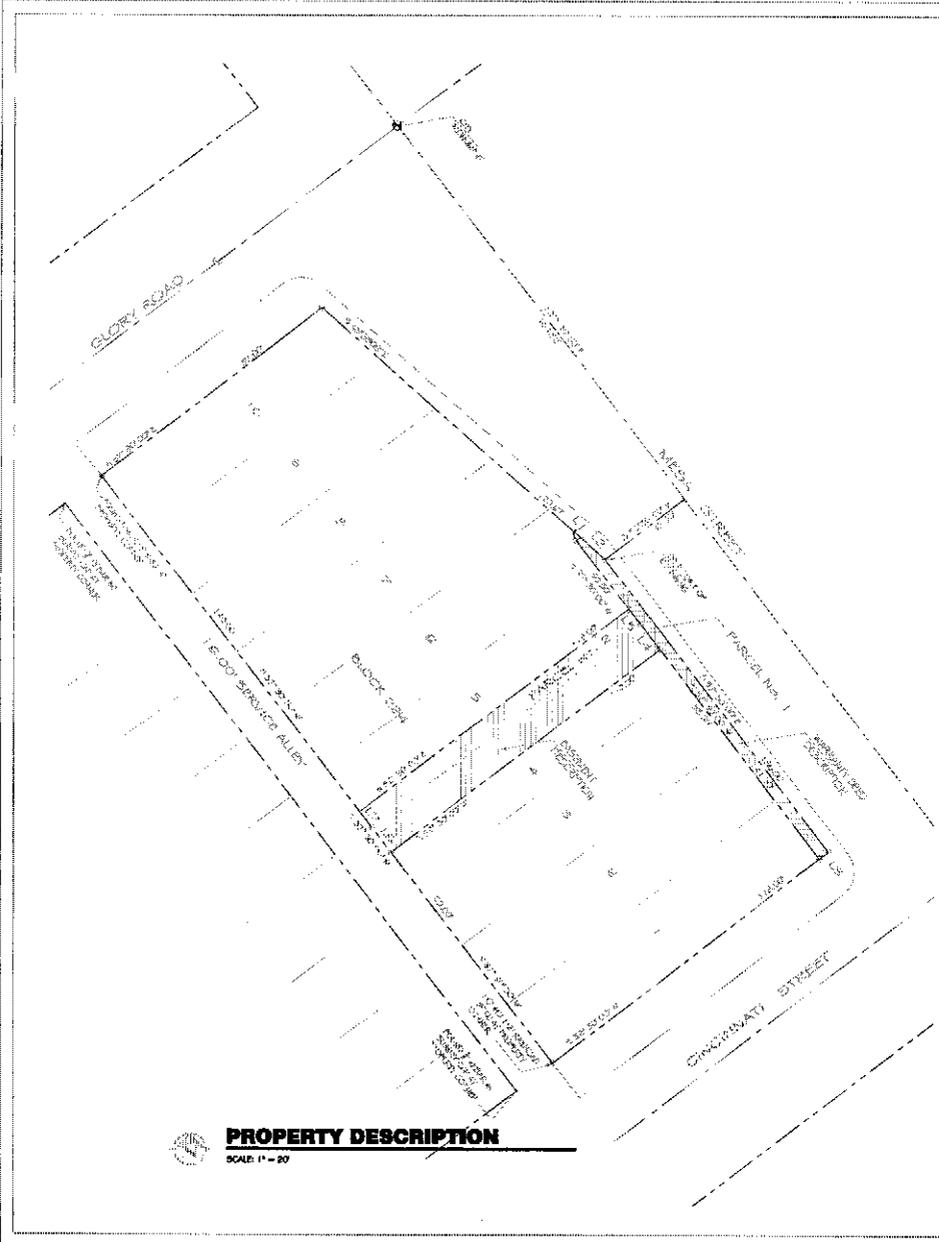
- LEGEND**
- EXISTING CONTAIN TO BE REMOVED
 - EXISTING CONTAIN TO REMAIN
 - NEW CONTAIN
 - NEW SLOPE INDICATION
 - EXISTING SLOPE INDICATION
 - PIPE SYSTEM
 - PAVE LINE
 - BOUNDARY
 - LIMIT OF CONSTRUCTION
 - PROPERTY LINE
 - MONUMENT OR SURVEY LINE
 - PROPERTY LINE
 - ROCK WALL
 - EARTH

PROJECT NAME MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION	
ENGINEER'S SEAL [Blank Seal Area]	SCALE 1" = 20'
DATE [Blank Date]	PROJECT NO. 238234
CLIENT CITY OF EL PASO	DATE [Blank Date]
PROJECT NO. 238234	DATE [Blank Date]
PROJECT NAME MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION	ENGINEER'S SEAL [Blank Seal Area]
PROJECT NO. 238234	DATE [Blank Date]
PROJECT NAME MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION	ENGINEER'S SEAL [Blank Seal Area]
PROJECT NO. 238234	DATE [Blank Date]
PROJECT NAME MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION	ENGINEER'S SEAL [Blank Seal Area]
PROJECT NO. 238234	DATE [Blank Date]
PROJECT NAME MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION	ENGINEER'S SEAL [Blank Seal Area]
PROJECT NO. 238234	DATE [Blank Date]

**CITY OF EL PASO
ENGINEERING**



GRADING PLAN
2 of 10



PROPERTY DESCRIPTION
SCALE: 1" = 20'

PARCEL AREA:
 PARCEL No. 1: 5,553.25 sq. ft. or 0.126127 acres
 PARCEL No. 2: 3,134.76 sq. ft. or 0.071867 acres

COURSE	DISTANCE	Bearing
L1	1.75'	S 82° 00' 00" E
L2	11.75'	S 44° 18' 00" E
L3	4.00'	S 53° 30' 00" W
L4	11.00'	S 21° 02' 00" W
L5	7.00'	S 21° 32' 00" W
L6	11.00'	S 27° 52' 00" W
L7	7.00'	S 27° 00' 00" W

- NOTES**
1. THIS IMPROVEMENT SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND EASEMENTS BY RECORD NOT SHOWN. A TITLE REPORT WILL NOT FURNISH FOR THIS IMPROVEMENT SURVEY.
 2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL 58017R0001A DATED JUNE 05, 2007, THE PROPERTY THIS IS A NON-HAZARDOUS ZONE BY.
 3. THE ALIGNMENT ADJUSTED TO BE THE DATE OF JULY 01, 1980 IN CONNECTION WITH THE RECORDS PAGES 11 & 12 OF THE RECORDS, PL. 2001, 214-11 COUNTY, TEXAS, REFERRED FOR THIS IMPROVEMENT SURVEY.

FLOOD ZONE DESCRIPTION:
 THIS PARCEL IS WITHIN FLOOD ZONE AS DESIGNATED BY THE FIRM MAP PANEL 58017R0001A DATED 06/05/07.

LEGAL DESCRIPTION PARCEL No. 1:
 A PORTION OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

LEGAL DESCRIPTION PARCEL No. 2:
 PORTION OF LOTS 4 AND 5 ALONG WITH ADDITION BLOCK 284, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

VERTICAL REFERENCES: BENCHMARK 1 BENCH MARK CITY MONUMENT AT THE INTERSECTION OF MESA STREET AND GLORY ROAD, EL PASO, TEXAS.

EL ELEVATION 5801.54 AS PER CITY ORDER OF EL PASO, TEXAS.

REVISIONS

NO.	DATE	BY	REVISION

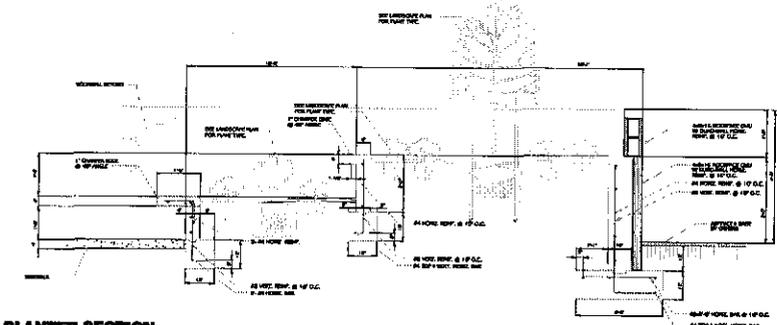
PROJECT NAME: MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION

CITY OF EL PASO ENGINEERING

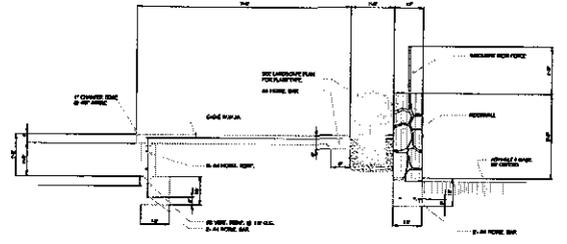
PROPERTY OCCUPYING:

DATE: 3 OF 10

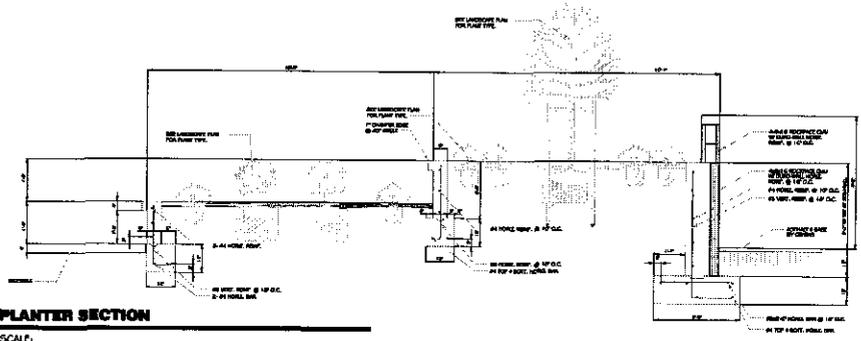
238234



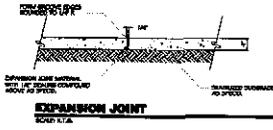
PLANTER SECTION
SCALE:



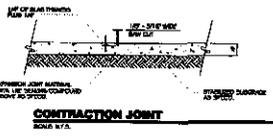
PLANTER SECTION
SCALE:



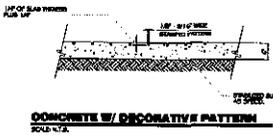
PLANTER SECTION
SCALE:



EXPANSION JOINT
SCALE: 1/4\"/>

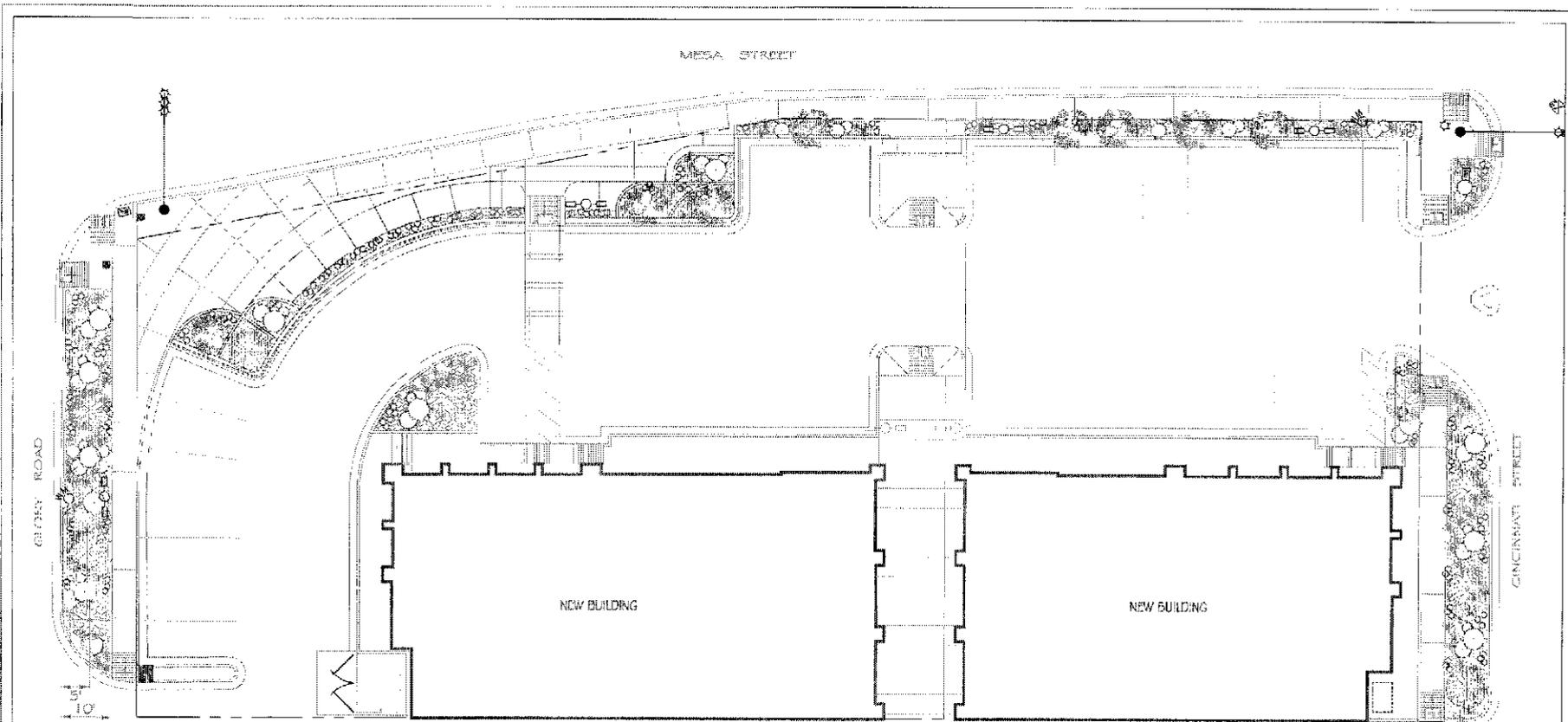


CONTRACTION JOINT
SCALE: 1/4\"/>



CONCRETE W/ DECORATIVE PATTERN
SCALE: 1/4\"/>

PROJECT NAME MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION	
ENGINEER'S SEAL SCALE DATE	SHEET NO. TOTAL SHEETS DATE OF ISSUE
CITY OF EL PASO ENGINEERING	
	
SITE DETAILS	
238234	
PAGE 6 of 10	



PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	QTY	SIZE	DESCRIPTION
16	QUERCUS VIRGINIANA	L. PINE	16	4" CALIPER	Cluster in groups of 4-8. 20" caliper top. Min. 10' high x 3" wide single trunk.
8	QUERCUS OBLOQUA	CHESTNUT	8	4" CALIPER	Cluster growing in 10' dia. pits. Min. 10' high x 3" wide single trunk.
84	EXIMIA CANADENSIS	NEW ORLEANS	84	1" CALIPER	Cluster growing in 10' dia. pits. Min. 10' high x 3" wide single trunk.
102	LEONTOPODIUM ALBUM	LEOPARD	102	1" CALIPER	Spaced 20" to center. Min. 12" high x 12" wide. 100% fill top.
162	BRIDGESIA SPERMATOPHYTES	PIGAL MUST GRASS	162	1" CALIPER	Spaced 20" to center. Min. 12" high x 12" wide. 100% fill top.
15	FRAXINUS VIRGINIANA	WHITE OAK	15	1" CALIPER	Spaced 20" to center. Min. 12" high x 12" wide. 100% fill top.



LANDSCAPING PLAN

QTY	COMMON NAME	QTY	DESCRIPTION	REMARKS
1	PROVIDE 1-1/2" DIA. FRANKLIN MOUNTAIN RED ROCK		Install over DeWitt Pro pin wood cloth in place with U. Simpson metal pins.	Provide submittals for approval.

LEGAL DESCRIPTION

LOTS 1 THROUGH 10, BLOCK 224
ALEXANDER ADDITION, AN ADDITION TO THE CITY
OF EL PASO, EL PASO COUNTY, TEXAS

SITE DATA

LOT AREA: 30,100 SF (0.691 ACRES)
LANDSCAPE AREA: 2,617,187
0.075 X 30,100 = 2,257,500

BUILDING AREAS PERKING

BUILDING: 0,144 LEASABLE SF
144,000 - 27 SPACES REQUIRED
SPACES PROVIDED: 27 SPACES
SPACES PROVIDED: 27 SPACES (INCLUDES 3 H.C. SPACES)

ENGINEER'S SEAL

PROJECT NAME
MESA STREET and GLORY ROAD
PARKWAY IMPROVEMENTS
INFORMATION

CITY OF EL PASO
ENGINEERING

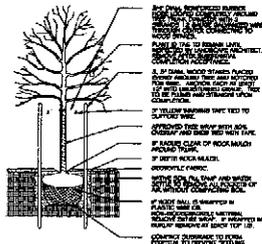
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SHEET
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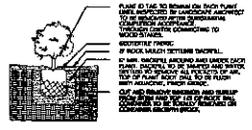
CONIFEROUS TREE PLANTING

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



DECIDUOUS TREE PLANTING

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



SHRUB AND ORNAMENTAL GRASS PLANT

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



GROUND COVER PLANTING

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

PLANTING NOTES:

1. ALL PLANTS SHALL BE NURSERY GROWN.
2. ALL TREES SHALL BE SINGLE TRUNK UNLESS OTHERWISE SPECIFIED.
3. IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BEFORE PLANTS ARE PLANTED.
4. ALL TREES, SPECIMEN PLANTS AND REPRESENTATIVE SAMPLES OF EACH SHRUB SPECIES, SHALL BE APPROVED BY OWNER PRIOR TO PLANTING.
5. PLANT LOCATION SHALL BE STAKED IN THE FIELD FOR OWNERS APPROVAL BEFORE PLANTING.
6. TREES SHALL BE HANDLED BY THE ROOTBALLS ONLY. NO TREE SHALL BE LIFTED OR MOVED BY THE TRUNK OR IN ANY OTHER MANNER HARMFUL TO PLANT TISSUE.
7. APPLY THE SPECIFIED ROCK MULCH FOLLOWING PLANTING DO NOT PILE UP MULCH AGAINST THE PLANT TRUNKS.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS FROM FALLING OR BEING BLOWN OVER AND TO STRAIGHTEN OR REPLANT ALL PLANTS WHICH ARE DAMAGED DUE TO THIS INCIDENT. PLANTS BLOWN OVER BY HIGH WINDS SHALL NOT BE A CAUSE FOR ADDITIONAL EXPENSE TO THE OWNER, BUT SHALL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR.
9. TOPSOIL MATERIAL FOR PLANTING, SHALL BE FREE FROM HARD CLUMBS, STIFF CLAY, HARD PAW, STONES LARGER THAN 1" IN DIAMETER, ROCKS, WEEDS AND PLANTS, SOIL PARTIALLY DISINTEGRATED DEBRIS, INSECTS OR ANY OTHER UNDESIRABLE MATERIAL PLANTS OR SEEDS THAT WOULD BE TOXIC OR HARMFUL TO GROWTH.
10. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF PLANT MATERIAL QUANTITIES.
11. IN THE EVENT OF VARIATION BETWEEN QUANTITIES SHOWN ON THE PLANT LIST AND THE PLANT, THE PLANS SHALL CONTROL. UNLESS PLANT COUNT MADE BY THE LANDSCAPE CONTRACTOR SHALL BE NO CAUSE FOR ADDITIONAL COSTS TO THE OWNER. TYPICAL QUANTITY TAKE-OFF ARE THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL MEET BOTH THE CONTAINER SIZE AND CALIBER SIZE, AS WELL AS HEIGHT AND SPREAD SPECIFICATIONS IF SPECIFIED.
13. EXCAVATE 2.0 TIMES GREATER THAN ROOT BALL DIAMETER OF THE SHRUB, 5 TIMES GREATER THAN THE ROOT BALL FOR TREES. BACKFILL THE HOLE WITH THE TOP SOIL MIX AS SPECIFIED IN SPECIFICATIONS. SECURE BOTTOM OF PLANTING PIT BEFORE PLACING PLANT. PLACEMENT OF PLANT SHALL BE PERPENDICULAR.
14. CONTRACTOR WILL NOT PLANT MATERIAL SHOWN ON PLANS WHICH IT IS EVIDENT THAT FIELD CONDITIONS HAVE CHANGED SINCE PLANS WERE DRAWN. ANY CHANGES ARE TO BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT BEFORE ANY PLANTING IS DONE IN THE AREA. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGES SHOULD HE FAIL TO MAKE KNOWN THESE CHANGES.
15. PLANT SUBSTITUTIONS WILL BE PERMITTED IF REQUESTED IN WRITING GIVING REASONS FOR SUCH SUBSTITUTIONS.
16. PREPARED SOIL MIXTURE AS FOLLOWS: REPLACE UNSUITABLE SOIL WITH NATIVE TOPSOIL, SANDY LOAM TOPSOIL.
17. ERADICATE ALL EXISTING WEEDS AND GRASSES WITH ROUNDUP BEFORE PLANTING THE LANDSCAPE. AFTER WEEDS AND GRASSES ARE DEAD, REMOVE BY HAND. FOLLOW ALL MANUFACTURER'S INSTRUCTIONS FOR APPLICATION.
18. TREAT ALL PLANTING AREAS WITH AN APPLICATION OF SURFAN. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR APPLICATION. OWNER SHALL TREAT ALL LANDSCAPE AREAS MIN. ONCE A YEAR AFTER THE FIRST YEAR.
19. REMOVE ALL WIRE, STRING, WIRE BASKETS, BURLAP, CONTAINERS, ETC., FROM THE ROOTBALL OF PLANTS BEFORE BACKFILLING THE PLANTING HOLE.
20. ALL AREAS TO RECEIVE MULCH SHALL BE DROPPED TO THE PROPER DEPTH FROM THE TOP OF ALL CONCRETE SURFACE. MULCH SHALL BE PLACED THE SPECIFIED DEPTH FOR THE MULCH MATERIAL, BELOW THE TOP OF CONCRETE SURFACES AS SPECIFIED. LEVEL ALL SOIL SURFACES BEFORE PLACEMENT OF WEED BARRIER AND MULCH MATERIAL.

NOTE:
ALL LANDSCAPING SHALL BE DONE BY AN APPROVED LANDSCAPE COMPANY WITH MORE THAN FIVE (5) YEARS EXPERIENCE.

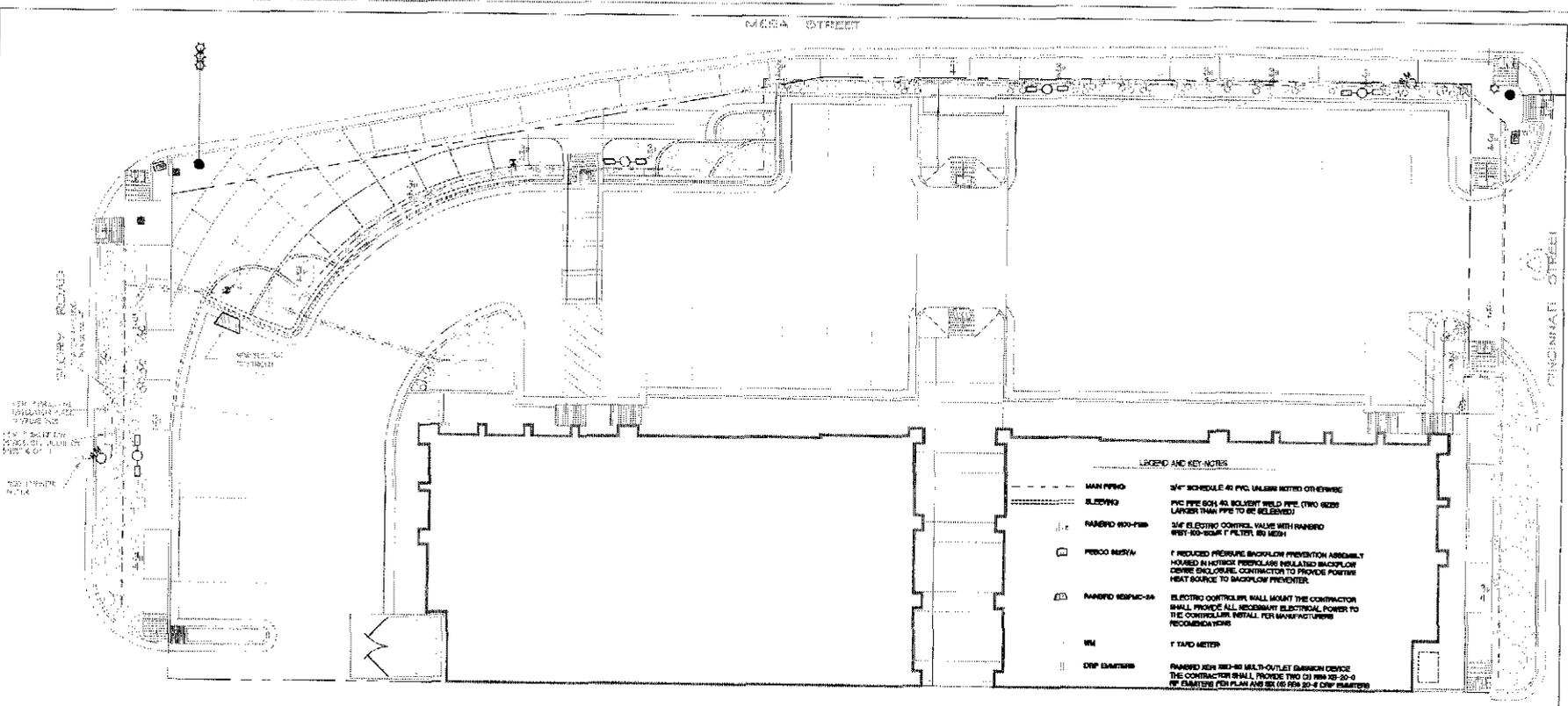
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PROJECT NAME									
MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION									
CITY OF EL PASO ENGINEERING									
LANDSCAPE DETAILS									

MESA STREET

CHICAGO STREET

PUBLIC ALLEY



LEGEND AND KEY NOTES

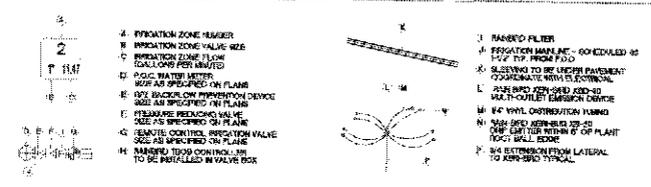
MAIN PIPING	3/4" SCHEDULE 40 PVC UNLESS NOTED OTHERWISE
RISER PIPING	1/2" PVC SCHEDULE 40 SOLVENT WELD PIPE (TWO SIZES LARGER THAN PIPE TO BE SERVED)
PIPING 100' PER	1/2" ELECTRIC CONTROL VALVE WITH RANERD 1/2" 100' PER 1" FILTER (80 MESH)
PIPING 100' PER	1" REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY HOUSED IN METALC PIPING PRELARGED BACKFLOW DEVICE ENCLOSURE CONTRACTOR TO PROVIDE PORTING HEAT SOURCE TO BACKFLOW PREVENTER
PIPING 100' PER	ELECTRIC CONTROL VALVE SHALL MOUNT THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ELECTRICAL POWER TO THE CONTROLLER. INSTALL PER MANUFACTURER'S RECOMMENDATIONS
VALVE	1" TAND METER
DRIE EMITTERS	RANERD 1/2" 100' PER MULTI-OUTLET DRAINAGE DEVICE THE CONTRACTOR SHALL PROVIDE TWO (2) 1/2" 100' PER 20-0 1/2" EMITTERS (PER PLAN AND SD) (60 PER 20-0 DRIE EMITTERS)

IRRIGATION PLAN

IRRIGATION NOTES:

1. CONTRACTOR SHALL EXAMINE THE SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS PERTAINING TO THIS WORK.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES AS TO THE WORK AREAS TO THE STRIPS AND DIMENSIONS CALLED BY THE CONTRACTOR SHALL BE MAINTAINED OR REPAIRED AT HIS OWNERS RISK TO THE OWNER'S SATISFACTION THROUGHOUT THE PROJECT.
3. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR PLUMBING WHEN IT IS DETERMINED BY THE CONTRACTOR THAT THE UTILITIES OR PLUMBING IS NOT CONSIDERABLE BY THE DESIGN OF THE SYSTEM.
4. CONTRACTOR SHALL MAINTAIN LOW POINTS OR AREAS OF STAGNATION FREE.
5. ALL UNDERGROUND UTILITIES SHALL BE PROTECTED AND MAINTAINED AS SHOWN ON THE PLAN AND IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND STANDARDS.
6. WATER PRESSURE IN THE WATER MAINS SHALL BE MAINTAINED TO BE 100 PSI. THE CONTRACTOR SHALL VERIFY THE DESIGN CRITERIA FOR THE SYSTEM BY COMPUTING A FLUID PROFILES THAT PERTAIN TO THE DESIGN CRITERIA FOR THE SYSTEM. CONTRACTOR SHALL INSTALL A FLOW WITH PRESSURE GAUGE OR FLOW METER AT THE SOURCE OF THE WATER MAIN. THE CONTRACTOR SHALL MAINTAIN THE SYSTEM AT THE DESIGN PRESSURE AT THE FLOW METER DURING ALL OPERATIONS INCLUDING ALL MAINTENANCE OF THE SYSTEM AND DURING OPERATION. PROCEEDING WITH THE INSTALLATION OF ANY UNDERGROUND UTILITIES.
7. FINISH GRADE SHALL BE DETERMINED BY THE STRIPS PROVIDED BY THE OWNER. THE CONTRACTOR SHALL MAINTAIN THE FINISH GRADE TO THE STRIPS AND DIMENSIONS CALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN THE FINISH GRADE TO THE STRIPS AND DIMENSIONS CALLED BY THE CONTRACTOR.
8. ALL UTILITIES AND PIPING SHALL BE MAINTAINED AS SHOWN ON THE PLAN AND IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND STANDARDS.
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LEGEND:



1. IRRIGATION ZONE HEADER
2. IRRIGATION ZONE VALVE RISE
3. IRRIGATION ZONE FLOW EQUALIZER PER MANUF
4. 1/2" PVC WATER METER
5. 1/2" PVC BACKFLOW PREVENTION DEVICE
6. PRESSURE REDUCING VALVE
7. 1/2" EJECTOR CONTROL VALVE
8. RANERD 1/2" 100' PER MULTI-OUTLET DRAINAGE DEVICE
9. RANERD FILTER
10. IRRIGATION MAIN LINE - 3/4" SCHEDULE 40 1/2" TYP. FROM FLOW
11. SCHEDULE TO BE KEPT PERMANENT COORDINATE WITH ELECTRICAL
12. 1/2" PVC 100' PER PERMANENT MULTI-OUTLET DRAINAGE DEVICE
13. 1/2" PVC 100' PER PERMANENT
14. 1/2" PVC 100' PER PERMANENT
15. 1/2" PVC 100' PER PERMANENT
16. 1/2" PVC 100' PER PERMANENT
17. 1/2" PVC 100' PER PERMANENT
18. 1/2" PVC 100' PER PERMANENT
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PROJECT NAME: MESA STREET and GLORY ROAD PARKWAY IMPROVEMENTS INFORMATION

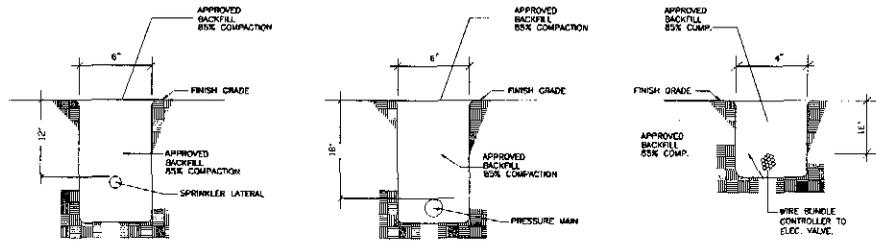
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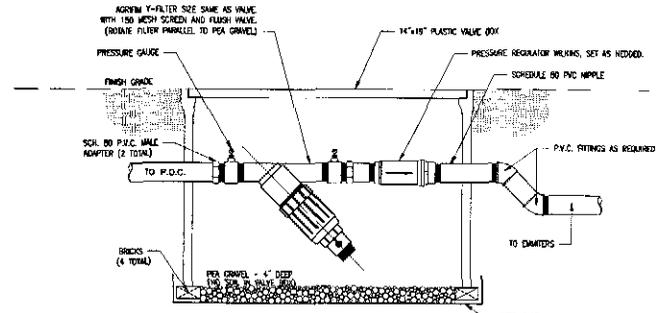
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IRRIGATION PLAN

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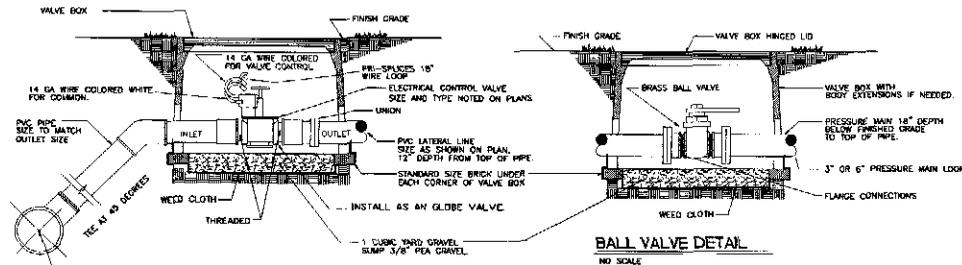
MAIN TRENCH DETAILS



PRESSURE REGULATOR W/ Y-FILTER

IRRIGATION TRENCHING STANDARD

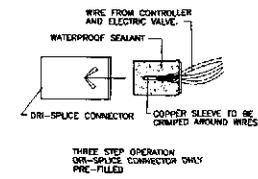
NOTE: WIRES TO BE SET ON NORTH AND WEST SIDE OF MAIN LINE AT LEAST 5" FROM MAIN LINE.
 NOTE: IF ROCKY CONDITIONS ARE ENCOUNTERED PROVIDE SAND BED FOR PVC PIPE. 8" DEEP SAND BED AND NO GRAK LARGER THAN 1" IN SIZE AS BACKFILL.



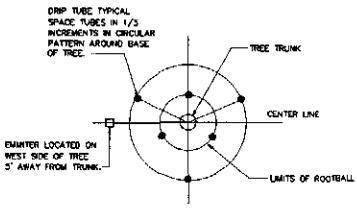
BALL VALVE DETAIL

ELECTRICAL CONTROL VALVE DETAIL

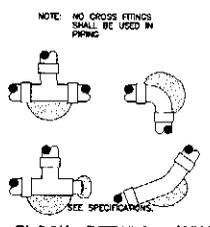
NO SCALE



WIRE CONNECTORS

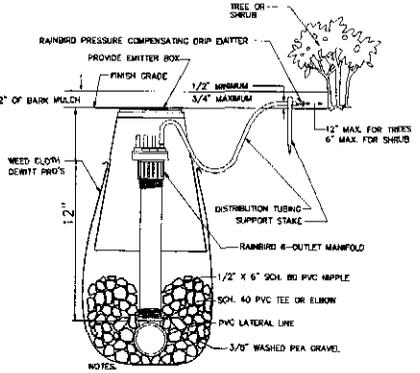


DRIP EMMITTER-WATERING PATTERN



THRUST BLOCK DETAILS - MAIN LINE ONLY

CONC. THRUST BLOCK: EACH BLOCK SHALL BE 2 SQ. FT. MIN. OF 2,500 PSI CONCRETE PLACED BETWEEN THE FITTING AND THE TRENCH WALL.



DRIP EMMITTER DETAIL

NOTES:
 1. INSTALL AGRIFORM Y FILTER AND PRESSURE REGULATOR
 2. APPLY REFLON TAPE TO ALL WIREDED CONNECTIONS
 3. CUT OPEN DESIRED OUTLETS WITH PROWING SHEAR OR CUTTERS
 4. SECURE END OF TUBING WITH AGRIFORM SUPPORT STAKE
 5. SIX DRIP TUBES PER TREE, IN A CIRCULAR PATTERN AROUND THE TRUNK
 6. ONE DRIP TUBE PER SHRUB AT BASE OF PLANT

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