

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

AGENDA DATE: July 30th, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: Goal 2 – Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

Discussion and Action on a resolution that the City Manager is authorized to sign a Street Improvement and Maintenance Agreement ("Agreement") by and between the City of El Paso ("City") and The Rim Area Neighborhood Association, Inc. ("Association") for the design, installation, and maintenance of right-of-way and landscaping improvements for traffic calming on Hague Road between Stanton Street and Rim Road.

BACKGROUND / DISCUSSION:

Rim Area Neighborhood Association (RANA) received funds from Las Palmas Hospital associated with a land use issue. The funds are in an escrow account that can only be used for traffic calming. In coordination with RANA, CID will design and construct traffic calming along E Hague to address neighborhood concerns. This pilot project will be monitored before and after installation to inform future traffic calming efforts by the City. The improvements will be designed and constructed at no cost to the City.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$184,450.00 from Rim Area Neighborhood Association

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: CID

SECONDARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:



Joaquin Rodriguez, AICP, Director
Grant Funded Programs

RESOLUTION

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

That the City Manager is authorized to sign a Street Improvement and Maintenance Agreement (“Agreement”) by and between the City of El Paso (“City”) and The Rim Area Neighborhood Association, Inc. (“Association”) for the design, installation, and maintenance of right-of-way and landscaping improvements for traffic calming on Hague Road between Stanton Street and Rim Road. Pursuant to the Agreement, the Association shall pay 100% of the cost for the City to design and install the right-of-way and landscape improvements, for an estimated cost of \$184,450.00. The Association further agrees to maintain the completed landscaping improvements at the Association’s sole expense and the City agrees to maintain the completed right-of-way improvements at the City’s sole expense.

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO:

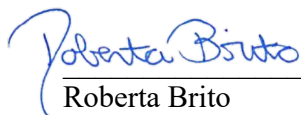
ATTEST:

Oscar Leaser, Mayor

Laura D. Prine, City Clerk

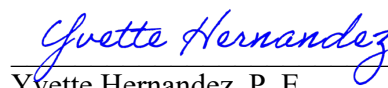
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito

Senior Assistant City Attorney



Yvette Hernandez, P. E.

City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**STREET IMPROVEMENT
AND
MAINTENANCE AGREEMENT**

This Street Improvement and Maintenance Agreement, hereinafter the “Agreement”, is made this _____ day of _____, 2024, by and between the **City of El Paso**, a Texas municipality, hereinafter the "City" and **The Rim Area Neighborhood Association, Inc.**, hereinafter the “Neighborhood Association”;

WITNESSETH:

WHEREAS, the Neighborhood Association has requested the City design and install right-of-way improvements and landscape improvements for traffic calming on Hague Road between Stanton Street and Rim Road; and

WHEREAS, the Neighborhood Association has agreed to pay 100% of the cost for the City to design and install the right-of-way improvements and landscape improvements, for a combined estimated cost of \$184,450.00; and

WHEREAS, the Neighborhood Association has also agreed to maintain the landscape improvements at the Neighborhood Association’s sole expense, upon completion of landscape improvements by the City; and

WHEREAS, the City has agreed to maintain the right-of-way improvements at the City’s sole expense, upon completion of the right-of-way improvements; and

WHEREAS, the design and installation of right-of-way improvements and landscape improvements will provide traffic calming measures for the safety of the residents and visitors to the area and are in the best interests to the citizens of El Paso; and

WHEREAS, the parties desire to enter into an agreement whereby each will bear certain responsibilities regarding the design, installation and maintenance of the right-of-way improvements and landscape improvements.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. The City shall design and install right-of-way improvements and landscape improvements on Hague Road between Stanton Street and Rim Road and the Neighborhood Association shall pay 100% of the cost of design and installation of both the right-of-way improvements and landscape improvements. For purposes of this Agreement, “landscape improvements” means plantings, ground cover, or rocks installed by the City. For purposes of this Agreement, the term “right-of-way improvements” means all improvements installed by the City other than landscape improvements.
2. The right-of-way improvements and landscaping improvements shall be designed and installed by the City pursuant to the Conceptual Plan attached hereto as **Exhibit “A”**, hereinafter, the

“Plan”, and include, but are not limited to, the installation of raised medians, the installation of new pavement markings, the installation and/or relocation of traffic signage; and the installation of landscaping in the medians.

3. The Cost Estimate for the design and installation of the right-of-way improvements and landscape improvements is attached hereto as **Exhibit “B”**. The total cost for the project is estimated to be **\$184,450.00**.
4. Within thirty (30) days from the date hereof, the Neighborhood Association shall make payment to the City in the amount of \$184,450.00 as the estimated cost for the design and installation of the right-of-way improvements and landscape improvements the subject of this Agreement. The City agrees that all money paid by the Neighborhood Association, pursuant to this Agreement shall be used solely for the design, materials and installation of the right-of- way improvements and landscape improvements on Hague Road between Stanton Street and Rim Road pursuant to the Plans. Those costs shall include, but not be limited to, all costs for design, engineering, labor, materials, equipment, testing, inspection and all other costs reasonably related to the design and installation of the right-of-way and landscape improvements.
5. It is the intent of this Agreement that the Neighborhood Association shall be responsible for 100% of the cost for design and installation of the right-of-way improvements and landscape improvements. In the event that the total cost of the right-of-way improvements and landscape improvements exceed the estimated amount of **\$184,450.00**, the City shall, at its sole discretion, have the option of not completing the improvements as provided for in this Agreement. Should City decide not to complete the improvements, the City shall notify the Neighborhood Association by sending a letter or email to Neighborhood Association President Cathi Banda at the contact information provided at page 5 herein. Within forty-five (45) days of the date of such notification, the City shall return any unexpended funds to the Neighborhood Association by sending a check by U.S. mail made out to “The Rim Neighborhood Association” to President Cathi Banda at the address provided herein.
6. If the total, actual cost of the improvements is less than **\$184,450.00**, the City will refund to the Neighborhood Association, upon the completion of the installation of the improvements, any excess funds. Such funds shall be considered excess funds when the amount submitted by the Neighborhood Association exceeds one hundred percent (100%) of the total cost of design and installation of the right-of-way improvements and landscaping improvements.
7. Upon payment of the funds, the City of El Paso Capital Improvement Department will design, construct and install the right-of-way improvements and landscape improvements pursuant to the Plan. The City will cause all work required to be completed as soon as reasonably possible, subject to extensions for reasonable delays.
8. The right-of-way improvements and landscape improvements shall be designed and installed in accordance with City standards and specifications so as to provide the Neighborhood Association and the City with the necessary and appropriate control of vehicular and pedestrian traffic, as determined by the City Engineer.
9. All materials and parts used in the construction and installation and construction of the right-of-way improvements and landscape improvements shall be and remain the property of the City.

10. The parties hereby agree, that upon completion of the right-of-way improvements by the City, the City shall maintain the right-of-way improvements, including but not limited to the maintenance of the curb extensions, and medians.
11. The parties also agree, that upon completion of the landscaping improvements by the City, the Neighborhood Association shall maintain the landscape improvements, including but not limited to maintenance of the of the newly planted shrubs and ground cover and any newly installed landscape rock.
12. The Neighborhood Association understands and agrees that if the removal of the curb extensions, trees, vegetation, landscaping, irrigation system, angled parking, pavement, pavement striping, markings, and street infrastructure located on Hague Road between Stanton Street and Rim Road is necessary due to either safety concerns or future road improvements, that the City may remove the street infrastructure without compensation to the Neighborhood Association.
13. This document contains all of the agreements between the parties and may not be modified, except by written agreement, signed by both parties.
14. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
15. The laws of the State of Texas shall govern the validity, performance and enforcement of this Agreement and venue shall be in El Paso County, Texas.
16. Nothing contained herein shall be construed by the parties hereto, or by a third party, as creating the relationship of principal and agent, partners, joint ventures or any similar such relationship, or to render any party liable for the debts or obligations of the other party hereto.
17. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
18. This Agreement may not be assigned by either party without prior written approval of the other.
19. The terms, provisions and licenses provided herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties. There are no third-party beneficiaries of this contract.
20. The individual signing this Agreement on behalf of the Neighborhood Association, acknowledges that he or she is authorized to do so and said individual further warrants that he or she has been duly authorized to commit and bind the Neighborhood Association to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE CITY OF EL PASO

Cary Westin
City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

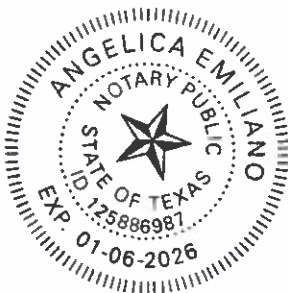
Yvette Hernandez
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

**THE RIM AREA NEIGHBORHOOD
ASSOCIATION**

By: *Cathi Banda*
Cathi Banda
President
Address: 2118 N. St. Vrain Str. 79902
Email: Rimareanneighborhood@gmail.com

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 7th day of July, 2024,
by Cathi Banda as President of The Rim Area Neighborhood
Association.



Angelica Emiliano
Notary Public, State of Texas

EXHIBIT “A”
Conceptual Plan



NOTES:

LEGEND:

 PROPOSED CONCRETE CURB



CAPITAL IMPROVEMENT

HAGUE RD IMPROVEMENTS	
LOCATION: E HAGUE RD & RIM RD	

REVISIONS:	
1	
2	
3	
4	

SERVICE REQUEST #:	XXXXXX
ASSIGNED TO:	<input type="checkbox"/> SIGN SHOP <input type="checkbox"/> SIGNAL SHOP <input type="checkbox"/> MARKING SHOP <input checked="" type="checkbox"/> OTHER

DATE:	6/11/24	SHEET:	1 OF 1
PREPARED BY:	IVAN CHAN	APPROVED BY:	
REVIEWED BY:		COMPLETED BY:	

(DATE & SIGNATURE)	
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EXHIBIT “B”

Cost Estimate

Right-of-way and Landscape Improvements

PROJECT BUDGET SUMMARY FORM

Project Name:	Hague Rd Improvements	Date:	7/2/2024
Funding Source:	Neighborhood Association		
Project / Grant #:		District:	6
Dept.			
Fund:			
Division / Program:			

PUBLIC ART

n/a	n/a	\$	-
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ACQUISITION

580090: Furniture and Fixtures, Equipment	\$	-
580000: Land Acquisition, including appraisals, surveys	\$	-
	\$	-
Total Acquisition	\$	-

INTERNAL COSTS

580220: Administrative (bidding, postage, printing, contract comp.)	\$	-
580260: Construction Inspection	\$	-
580510: Project Engineering	\$	12,537.00
	\$	-
Total Internal Costs	\$	12,537.00

OUTSIDE CONTRACTS

580160: Contractual Design	\$	25,000.00
580240: Materials Testing	\$	2,737.30
	\$	-
Total Other Contracts	\$	27,737.30

CONSTRUCTION

	Number of Months in Construction	1	
580270: Construction Costs	REMOVING STAB BASE AND ASPH PAV (2"-6")		\$ 17,700.00
580270: Construction Costs	FL BS (CMP IN PLC)(TY A GR 3)(6")		\$ 23,600.00
580270: Construction Costs	CONC CURB & GUTTER (TY II)		\$ 32,500.00
580270: Construction Costs	CONCRETE SLAB		\$ 34,030.00
580270: Construction Costs	D-GR-HMA TY-D PG64-22		\$ 1,540.00
580270: Construction Costs	BARRICADES, SIGNS AND TRAFFIC HANDLING		\$ 16,000.00
580270: Construction Contingency			\$ 18,805.70
580270: Utilities			\$ -
			\$ -
Total Construction Costs			\$ 144,175.70

TOTAL PROJECTS COSTS

\$184,450.00

FUNDING SOURCES

Approved Total Project Budget

\$184,450.00

CO'S / GO'S
EPWU
TXDOT
PARKS
CDBG
OTHER

\$	-
\$	-
\$	-
\$	-
\$	-
\$	184,450.00

FUNDING VARIANCE

\$0.00

Project Manager

Date

Engineering Division Manager

Date