

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

**DEPARTMENT:** ENGINEERING DEPARTMENT/TRAFFIC DIVISION  
**AGENDA DATE:** April 1, 2008  
**CONTACT PERSON/PHONE:** Ted Marquez, 541-4035 *C.M.*  
**DISTRICT(S) AFFECTED:** District 8

**SUBJECT:** ORDINANCE

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III—PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS), OF THE EL PASO CITY CODE, TO ADD A NEW LOCATION ON THIRD AVENUE BETWEEN VIRGINIA STREET AND PARK ROAD, SOUTH SIDE ONLY. THE PENALTY BEING AS PROVIDED IN SECTION 12.84.010 OF THE EL PASO CITY CODE.

**BACKGROUND/DISCUSSION:**

A striping and improvement plan for this portion of Third Avenue was submitted by SLI Engineering Inc. The plan called for prohibiting parking on the south side of Third Avenue. Traffic Engineering has no objection and recommends amending this ordinance.

**PRIOR COUNCIL ACTION:** N/A

**AMOUNT AND SOURCE OF FUNDING:** N/A

**BOARD / COMMISSION ACTION:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**

*[Signature]*  
\_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III - PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE EL PASO CITY CODE, TO ADD A NEW LOCATION ON THIRD AVENUE BETWEEN VIRGINIA STREET AND PARK ROAD, SOUTH SIDE ONLY. THE PENALTY BEING AS PROVIDED IN SECTION 12.84.010 OF THE EL PASO CITY CODE.

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

1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III, Parking Prohibited at All Times on Certain Streets) of the El Paso City Code shall be and hereby is amended to add the following paragraph:

**Third Avenue between Virginia Street and Park Road, south side only.**

2. Except as expressly herein amended, all other provisions of Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets) of the El Paso City Code, shall remain in full force and effect.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook  
Mayor

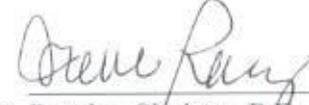
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

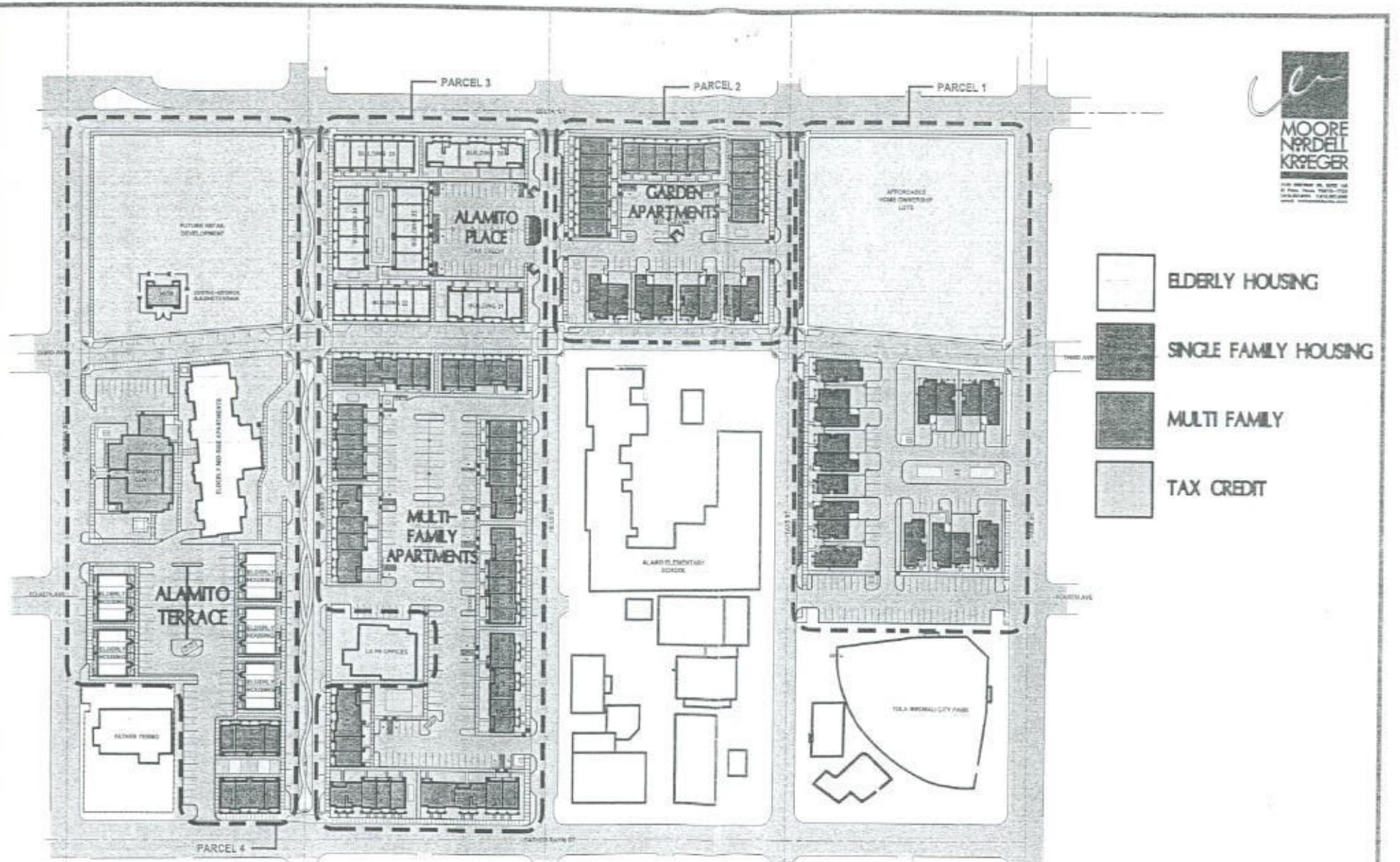
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

ORDINANCE NO. \_\_\_\_\_



-  ELDERLY HOUSING
-  SINGLE FAMILY HOUSING
-  MULTI FAMILY
-  TAX CREDIT

 **OVERALL SITE PLAN**  
SCALE: 1" = 100'

Alamito File DVB  
pb  
Cca

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )  
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into this 11<sup>th</sup> day of April, 2007, by the City of El Paso (the "City") and Housing Authority of the City of El Paso ("HACEP").

**Whereas**, the U. S. Department of Housing and Urban Development (HUD) is providing funding to the Housing Authority of the City of El Paso (HACEP) pursuant to the HOPE VI Grant Program for a project involving the Alamito Public Housing Community (the "Alamito Complex"), a public housing development owned by HACEP; and,

**Whereas**, HACEP, pursuant to a federal HOPE VI Grant Program for the Alamito Complex (the "Alamito HOPE VI Grant"), proposes to demolish the residential buildings at the Alamito Complex in phases as shown in **Attachment "A"** and replace them with new multifamily and single family homes for the elderly, mixed-income multifamily homes, and single family homes targeted for affordable ownership; and,

**WHEREAS**, the demolition of the old housing development and the construction of the new housing development at the Alamito Complex will require that improvements be funded, constructed and completed to St. Vrain Street from Delta to Father Rahm and Third Street from Virginia to Park (hereinafter, collectively the "Street Improvements Project"); and,

**WHEREAS**, on January 18, 2005, the City approved a Resolution pledging to commit Four Hundred and Fifty Thousand Dollars (\$450,000.00) of the 2004 General Obligation Bonds (the "2004 Bond Funds") for an Unpaved Rights-of-way Project to support public infrastructure improvements for the Alamito HOPE VI Grant during the four-year grant period of 2005 through 2009 to St. Vrain Street and Third Street; and,

**WHEREAS**, on January 18, 2005, the City approved a Resolution pledging to commit Seven Hundred and Fifty Thousand Dollars (\$750,000.00) of future Community Development Block Grant funds (the "CDBG Funds") to support public infrastructure improvements at the Alamito Complex during the four-year grant implementation period of 2005 through 2009 to Third Street; and

**WHEREAS**, the City and HACEP desire to enter into an agreement which will address the responsibilities and duties of each of the parties concerning the Street Improvements Project;

**NOW THEREFORE**, be it known that the City and HACEP hereby enter into this MOU as follows:

A. Purpose:

The purpose of this MOU is to specify the responsibilities of the parties as they relate to the Street Improvements Project.

APR 11 2007  
CITY OF EL PASO  
Housing Dept.

B. Responsibilities of Parties:

1. City Responsibilities.

a. The City will provide 2004 Bond Funds in the maximum amount of \$450,000.00 for the design of the public infrastructure improvements to St. Vrain Street and Third Street. If these design costs do not exceed \$450,000.00, the City shall use the remaining amount of the \$450,000.00 in 2004 Bond Funds to assist in the costs of the construction of the public infrastructure improvements to St. Vrain Street and Third Street. In no event, shall the Bond funds used under this MOU exceed \$450,000.00. If these design costs exceed \$450,000.00, HACEP shall be responsible to place funds in escrow pursuant to the Escrow Agreement shown in Attachment "B" to cover the excess design costs.

b. The City will provide CDBG Funds in the maximum amount of \$750,000 to pay for the costs of the construction and completion of the public infrastructure improvements to Third Street. No CDBG funds shall be used to construct public infrastructure improvements to St. Vrain Street.

c. The City will select the design consultant(s) for the improvements of Third and St. Vrain Street.

d. The City will pay the design consultant(s) as each design phase is satisfactorily completed pursuant to its funding obligations in sections a and b above.

e. The City will manage the construction phase of the Street Improvement Projects on behalf of HACEP. HACEP is still the owner of the Alamito Community. The City will assign a professionally qualified and experienced staff member from the City Engineering Department to provide technical monitoring and inspection of the construction phase of both Third Street and St. Vrain Street.

(1) Should construction cease due to lack of funds, upon 30 days advance written notice by the City to HACEP that funding is no longer available, the City shall no longer serve as the construction project manager.

(2) The City will not accept the improvements unless such improvements comply with the requirements of federal, state and local law, to include the requirements specified in the city code and subdivision code.

f. By acting as project manager it is understood by HACEP that the City assumes no increased liability by acting as the project manager. It is understood that there is an inherent uncertainty related to construction projects and that the City will not be held liable by HACEP.

## 2. HACEP Responsibilities:

a. If the design costs for the Street Improvements Project exceed \$450,000.00, HACEP will provide any additional funding required to complete the design costs for the Street Improvements Project. Such funds shall be paid prior to bidding construction on either St. Vrain Street or Third Street.

b. Once the design of the Street Improvements Project has been completed and an estimated cost of construction has been provided, HACEP shall provide any additional funding required to construct and complete Street Improvements Project that are not covered by the City's funding contribution specified in Section B.1 of this MOU. Any additional funding required from HACEP shall be deposited into escrow prior to the implementation of the construction phase using the form of Attachment B.

c. Should the actual costs, per the construction contract, to complete the Street Improvements Project exceed the estimated costs, HACEP shall be responsible for providing the additional funds required to complete the Street Improvements Project. Such funds shall be provided within 90 days notification by the City that additional funding is needed. If HACEP funds that are held in escrow exceed the actual costs of construction, the remaining amount of escrowed funds will be immediately returned to HACEP.

d. As part of the planned three-phase demolition of existing structures to be conducted pursuant to the Alamito HOPE VI Grant, HACEP will include in the scope of work in all bids for demolition services that the streets will be brought up to grade. HACEP shall further submit to the City of El Paso Engineering Department a proposed topographic information shown on the demolition plans of the new right of way lines and 10 feet beyond the right of way lines. The proposed topographic information shall be provided at every 50 ft. After each phase of demolition is completed, HACEP shall submit to the City of El Paso Engineering Department as-built drawings of the proposed topographic information of the new right of way lines and 10 feet beyond the right of way lines. The as built drawings of the proposed topographic information shall be provided at every 50 ft.

e. HACEP shall participate in the design phase and the construction phase of the Street Improvements Project.

C. Miscellaneous Provisions. It is understood and agreed by all parties that the construction and completion of the public infrastructure improvements to Third Street shall be completed prior to the commencement of the public infrastructure improvements to St. Vrain Street.

D. Termination of Agreement. Either Party may terminate this agreement for any reason by providing written notice to the other party 180 calendar days in advance. It is understood by both parties that the public infrastructure improvements required on St. Vrain Street and Third Street are a result of HACEP's Alamito Apartments Project and that the City is providing funding based on HACEP's assurances that they will complete the public

infrastructure improvements required on St. Vrain Street and Third Street. Should HACEP decide to terminate this agreement prior to the completion of the public infrastructure improvements to St. Vrain Street and Third Street, HACEP shall reimburse the City any expenses the City incurred under this MOU.

E. Waiver. One or more waivers of any term or condition of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

F. Notice. Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to:

City: City Manager  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

and Alan Shubert  
City Engineer  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

and William Lilly, Interim Director  
Department of Community and Human Development  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

HACEP: President & CEO  
Housing Authority of the City of El Paso  
5300 E. Paisano  
El Paso, Texas 79905

and HOPE VI Project Coordinator  
Housing Authority of the City of El Paso  
5300 E. Paisano  
El Paso, Texas 79905

or at such other addresses as they have therefore specified by written notice.

G. Term. This Memorandum of Understanding shall commence on the date first written above and shall continue until the Street Improvements Project are completed, unless terminated by either party in accordance with Paragraph D above.

- H. INDEMNIFICATION. BY ACCEPTANCE OF THIS CONTRACT, HACEP AGREES TO THE EXTENT ALLOWED BY LAW TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS GOVERNING OFFICIALS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF ANY NEGLIGENCE, ACT, OR OMISSION BY HACEP GIVING RISE TO ANY LIABILITY OR DAMAGE REALTED TO THE STREET IMPROVEMENTS PROJECT OR ARISING OUT OF THIS AGREEMENT.
- I. Amendment of Agreement. This Agreement may not be modified or amended except upon mutual consent by all parties in writing signed by the parties. The City Manager is authorized to act on behalf of the city in the execution of any amendments to this MOU, provided that such amendments do not increase the City's monetary contribution to project.
- J. Executory Authority Warranted. All signatories to this contract warrant their authority to execute this document.
- K. Entire Agreement. This contract constitutes and expresses the entire agreement between the parties and shall not be amended or modified, except by written instruction signed by all parties.
- L. Governing Law. For the purpose of determining the place of contract and the law governing the same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.
- M. Venue. Venue for all causes of action arising from or in connection with this contract shall be in El Paso County, Texas.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO:

  
 Joyce A. Wilson, City Manager

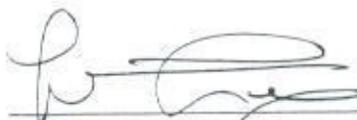
APPROVED AS TO FORM:

  
 Lupe Cuellar  
 Assistant City Attorney

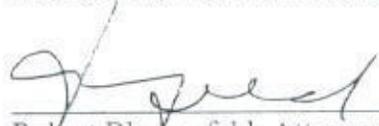
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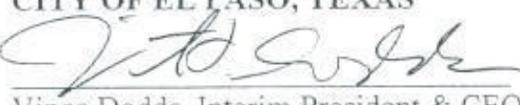
  
 Alan Shubert  
 City Engineer

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
William Lilly, Interim Director  
Department of Community and  
Human Development

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert Blumenfeld, Attorney for the  
Housing Authority of the City of El Paso

**THE HOUSING AUTHORITY OF THE  
CITY OF EL PASO, TEXAS**  
  
\_\_\_\_\_  
Vince Dodds, Interim President & CEO  
Housing Authority of the City of  
El Paso

ATTACHMENT B

STATE OF TEXAS

§  
§  
§

ESCROW AGREEMENT

COUNTY OF EL PASO

This ESCROW AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between THE CITY OF EL PASO ("the City"), and THE HOUSING AUTHORITY OF THE CITY OF EL PASO ("HACEP") and Chase Bank:

In consideration of the promises and mutual agreements hereinafter set forth, the parties hereto do mutually agree as follows:

2. In connection with the Memorandum of Understanding between the City and HACEP, it is agreed by the City and HACEP that the sum of \_\_\_\_\_ will be tendered by HACEP and held in escrow by Chase Bank until the following has been accomplished:

The City has distributed funds of an amount to be determined by the City, in its sole discretion, to cover costs associated with the public infrastructure improvements to St. Vrain Street and Third Street as identified in the Memorandum of Understanding.

3. Chase Bank is authorized and instructed to hold said money in escrow until the purpose of this Agreement has been fulfilled and payments are requested by the City Engineer or his designated representative or by the Interim Director of Community Development or his designated representative. Upon receipt by Chase Bank of written approval to make such payment in accordance with the terms hereof, monies in the designated amounts will be distributed to cover costs associated with the Project. It is anticipated that such payments may be of varying frequency and amount until the entire sum in escrow has been distributed. Payments will be made in the form of a check made payable to the Housing Authority of El Paso. All payments will be mailed to the requesting entity for disbursement by the City to the Housing Authority of El Paso.

4. To the extent allowed by law, the undersigned parties do hereby hold Chase Bank and its agents, servants, employees, representatives, attorneys, affiliates, successors and assigns harmless from any and all claims, demands or causes of action and damages of any nature whatsoever arising from or connected with the matters referred to herein, including but not limited to all costs of court, expenses and attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have duly executed this Escrow Agreement in counterpart originals, as of the day and year first above written.

[remainder of page intentionally left blank]

THE HOUSING AUTHORITY OF THE CITY OF EL PASO ("HACEP"):



By Vince Dodds  
Title Interim President/CEO

CITY OF EL PASO:

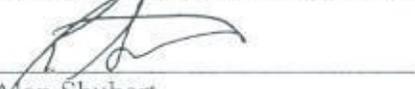


Joyce A. Wilson  
City Manager

APPROVED AS TO CONTENT:

  
William Lilly, Interim Director  
Department of Community and  
Human Development

APPROVED AS TO CONTENT:

  
Alan Shubert  
City Engineer

APPROVED AS TO FORM:

  
Lupe Cuellar  
Assistant City Attorney

CHASE BANK

By \_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Title (printed) \_\_\_\_\_

R2-1  
24"X30"

R1-1  
12"X18"

R1-1  
30"X30"

12 X 18

STREET NAME



R1-1  
30"X30"

MATCH LINE

THIRD AVENUE

DOUBLE 4" YELLOW LINE

PAINT CURB YELLOW FOR "NO PARKING"



R7-1  
12"X18"



R2-1  
24"X30"



R7-1  
12"X18"

STREET NAME



R1-1  
30"X30"

HILLS STREET

TAYS STREET

11

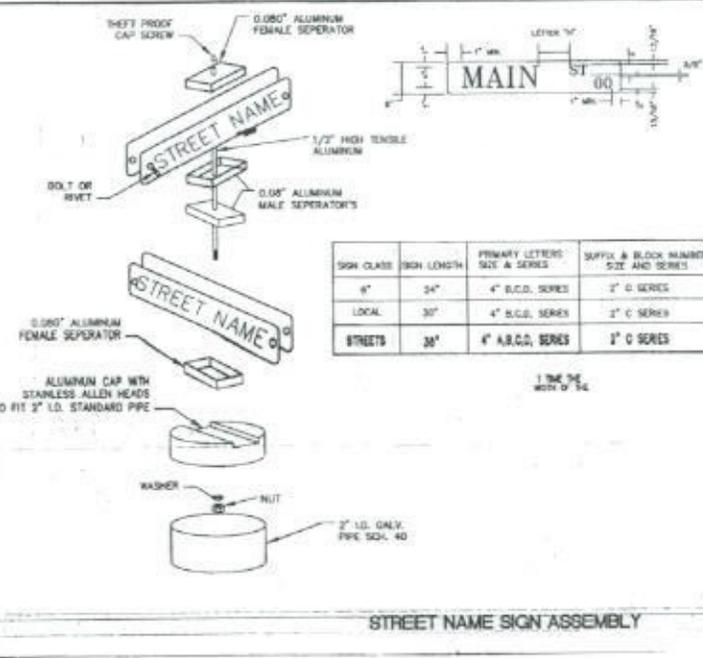
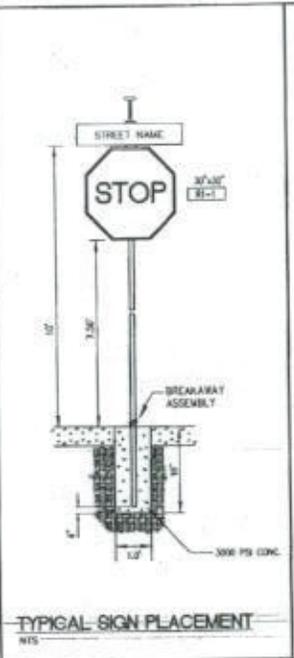
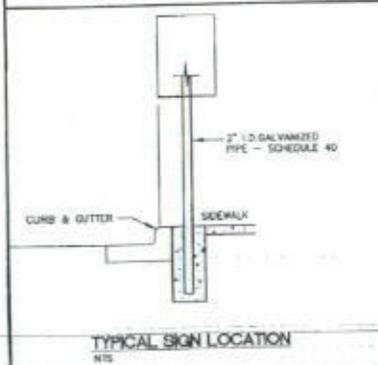
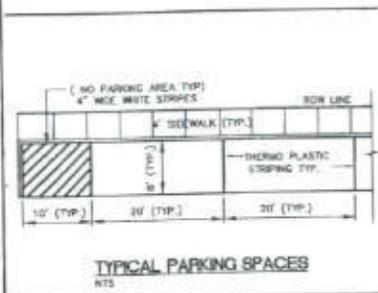
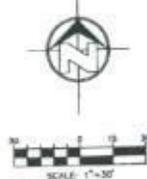
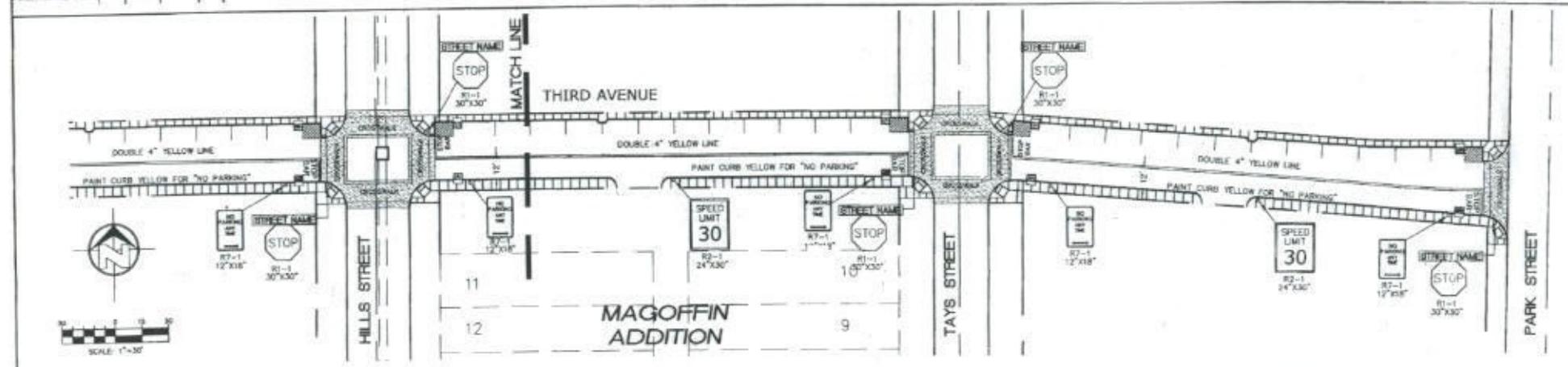
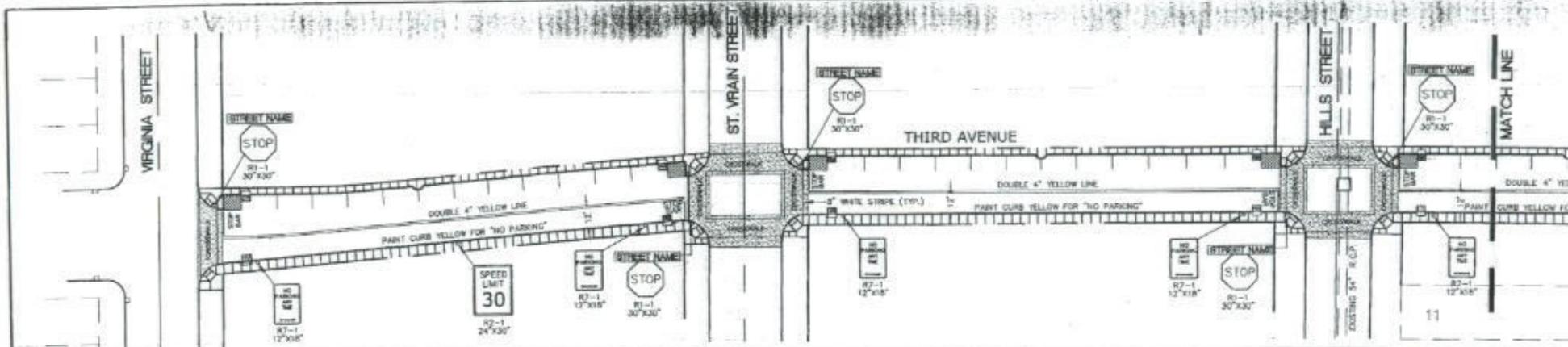
12

MAGOFFIN  
ADDITION

9

THEFT PROOF

0.080" ALUMINUM



- SPECIFICATIONS FOR REFLECTORIZED STREET NAME SIGNS**
- Color of Sign: The finished sign must have a reflectorized blue background and must be of high intensity reflective sheeting and must be of the "break-away" type. The legend must be reflectorized white with blue reverse arranged in accordance with other signs.
  - Letter Design: The lettering of all legends must be upper case letters in accordance with "Standard Alphabet for Highway Signs" published by the Federal Highway Administration.
  - Letter Spacing: The center to center spacing between letters must be the distance prescribed on the sign design between two straight letters (SCL) a spacing of one times the width of the stroke of the letter letter to be used must be the specified width (SCL). Two and one-half times (2-1/2) this width must be used on the vertical word space between words in the primary legend.
  - Legend: The maximum number of letters to be incorporated in a given legend must be determined by the width of the sign. The letter size must be specified in accordance with the SCL in the SCL manual.
  - The spacing between letters in the word must be specified or increased up to 20% in 2% increments for the end margin with a minimum of 1".
  - The word space must be specified up to 20% in 2% increments but not decreased.
  - Space between primary and block number area must be 1/2 the specified word space used in the primary legend.
  - Size of Legend: For 3" street name signs the primary legend, or street name must have capital letters four inches (4") high and all secondary legends, including the suffix, and block numbers must have upper case letters two inches (2") high.
  - Suffix letter size for all suffixes must be 2" capital, C series, except the suffix A and B where suffix abbreviation exceeds two letters, may be used.
  - Size of Legend: For 3" street name signs, the primary legend, or street name must have capital letters six inches (6") high and all secondary legends, including the suffix, block numbers, must have upper case letters two and a half inches (2 1/2") high.
  - Suffix letter size for all suffixes must be 2 1/2" capital, C series, except that series A and B where suffix abbreviation exceeds two letters, may be used.
  - Position of Legend: The sign face will consist of the street name, suffix and two series of the block number. The additional numbers of the block number will be qualified by the city of D. Place. The suffix will be located in the upper right corner and the block number in the lower right corner of the sign face and the street name centered in the remaining space.
  - Sign Fabrication: The sign face must be fabricated by reverse pressing green transparent letter over white reflective sheeting. Transparent process signs must be recommended but the sheeting manufacturer, color and/or applied legends are not permitted. Sign face must be centered on one side of sign of reflective sheeting.
  - Type of Sheetting: Engine grade reflective sheeting must be used in the fabrication of the street name sign face.

