

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

DEPARTMENT: **Engineering**

AGENDA DATE: **June 9, 2009**

CONTACT PERSON/PHONE: **R. Alan Shubert, City Engineer**

DISTRICT AFFECTED: **8**

SUBJECT:

Item is to request approval of a resolution authorizing the City Manager to sign a *Tenant Relocation Agreement* between the City and Natalia & Marcos Soriano, residing at 1008 S. Mesa Street, for an amount not to exceed \$20,420.00 and that the City Manager be authorized to approve an amount not to exceed \$1,000.00 for incidental expenses. The property presently occupied by the tenants will be used as right of way for the *Stanton Street Bridge Toll Plaza Facility Project*. The City of El Paso, working in conjunction with the General Services Administration and the Texas Department of Transportation, will be constructing a new toll collection facility to support the Stanton Street Bridge. Project scope includes a new toll collection facility, a pedestrian plaza, rest areas, restrooms and employee parking.

BACKGROUND / DISCUSSION:

Relocation assistance is available to property owners and tenants displaced as a result of a State funds-assisted project under the *Uniform Relocation and Assistance and Property Acquisition Policies Act*. A City relocation officer is currently working with the heads of household, searching the rental market for an appropriate replacement home. The agreement states that the tenants will vacate the property no later than June 10, 2009. Once the relocation has been completed, the Engineering Department will begin the demolition planning phase of the project.

PRIOR COUNCIL ACTION:

Council has approved five property acquisitions as part of the right-of-way requirements (real property). This is the only pending tenant relocation package required within the acquisition scope of the *Stanton Street Bridge Toll Plaza Facility Project*.

AMOUNT AND SOURCE OF FUNDING:

This expenditure is funded through a State Infrastructure Bank loan. No budgetary adjustments are necessary.

<u>Project</u>	<u>Fund</u>	<u>Department</u>	<u>Account</u>
PBR06003	43005	32000080	508000

BOARD / COMMISSION ACTION:

(N/A)

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

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

DEPARTMENT HEAD: _____ 

APPROVED FOR AGENDA:

CITY MANAGER: _____ 

DATE: _____

RESOLUTION

WHEREAS, on June 5, 2009, the City of El Paso acquired the following real property for the Stanton Street Bridge Toll Plaza Facility:

Parcel 1: Lot 15 and the South 2 feet of Lot 14, Block 47, Campbell Addition, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas, commonly known as 1008 S. Mesa Street, El Paso, El Paso County, Texas, and

Parcel 2: Lot 16 and Lot 17, Block 47, Campbell Addition, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas, commonly known as 1010 and 1012 S. Mesa Street, El Paso, El Paso County, Texas; and

WHEREAS, the City is using a funding source for the acquisition of the identified parcels which requires the City to follow the Uniform Relocation Assistance and Property Acquisition Policies Act (URA), and the URA is used as a guideline for providing assistance for displaced property owners and tenants; and

WHEREAS, the tenants residing at 1008 S. Mesa Street will be displaced by the Stanton Street Bridge Toll Plaza Facility,

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

That the City Manager be authorized to sign a Tenant Relocation Agreement between the City of El Paso and Natalia Soriano and Marcos Soriano, the tenants residing at 1008 S. Mesa Street, which Agreement allows relocation assistance in an amount not to exceed Twenty Thousand Four Hundred Twenty and 00/100 DOLLARS (\$20,420.00), and that the City Manager be authorized to approve an amount not to exceed \$1,000.00 for incidental expenses.

ADOPTED this _____ day of June 2009.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto

Patricia D. Adauto
Deputy City Manager
Development & Infrastructure Services

TENANT RELOCATION AGREEMENT

This Agreement is entered into as of the ____ day of June 2009 by and between the CITY OF EL PASO, hereinafter referred to as the "City," and NATALIA SORIANO and MARCOS SORIANO, hereinafter referred to as the "Recipient."

WHEREAS, on June 5, 2009, the City of El Paso acquired the following real property for the Stanton Street Bridge Toll Plaza Facility:

Parcel 1: Lot 15 and the South 2 feet of Lot 14, Block 47, Campbell Addition, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas, commonly known as 1008 S. Mesa Street, El Paso, El Paso County, Texas, and

Parcel 2: Lot 16 and Lot 17, Block 47, Campbell Addition, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 2, Page 68, Real Property Records, El Paso County, Texas, commonly known as 1010 and 1012 S. Mesa Street, El Paso, El Paso County, Texas.

and (i) all improvements, if any, and (ii) all right, title and interest in and to any easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property, hereinafter collectively referred to as the "Property"; and

WHEREAS, the City is using a funding source for the acquisition of the identified parcels which requires the City to follow the Uniform Relocation Assistance and Property Acquisition Policies Act (URA), and the URA is used as a guideline for providing assistance for displaced property owners and tenants; and

WHEREAS, the Recipient represents that it has leased the Property since 2004; that the Recipient currently has a month to month leasehold interest in 1008 S. Mesa St. (the Dwelling) for \$475 a month, which will result in the Recipient being displaced by the Stanton Street Bridge Toll Plaza Facility, and that the Recipient meets the URA qualification requirements,

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Relocation Payment. The City agrees to pay the Recipient under this Agreement a total not to exceed Twenty Thousand Four Hundred Twenty and 00/100 DOLLARS (\$20,420.00) for relocation assistance. The amount to be paid was determined in accordance with the applicable procedures as follows:

- \$ 1,100.00 Moving Costs based on the number of rooms of the Dwelling
- \$19,320.00 Replacement Housing as described below

2. Payment of Relocation Payment. The Moving Costs may be paid as needed after approval of this Agreement by the City. The full amount of the relocation payment will be payable only after the Recipient has vacated the Dwelling and the Property and removed its personal property from the Property, with the

timing of such payments being as approved by the City Manager. The Recipient will vacate the Property no later than June 10, 2009.

3. Calculation of Replacement Housing Payment. The URA allows a rental subsidy for replacement rental housing to be paid by the City for up to 42 months, and grants an agency like the City broad latitude in paying for last resort housing pursuant to 49 CRF 24.404. The Relocation Officer for the Housing Program of the City has conducted a survey of available rental housing for the Family. The Relocation Officer has identified three comparable replacement dwellings, has made the determination that the monthly rent and estimated average monthly cost of utilities for these dwellings is \$1,015.00. The Relocation Officer has further determined that the out-of-pocket cost for rental and utilities at the comparable unit meeting the requirements of the URA for the Family will be approximately \$460.00 so that the total rental assistance will be \$19,320.00 (42 months X \$460.00).

4. Representations and Warranties of Recipient. In relation to its leasehold interest in the Property, the Recipient hereby represents, that to the best of its knowledge, covenants, and warrants to the City, as follows:

4.1 Parties in Possession. Other than the two children of Recipient and Manuela Duran, the children's grandmother (the Family), there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.

4.2 Legal and Authorized Transactions. No person or persons own an interest in the leasehold interest in the Property other than the Recipient and that the joinder of no other third party shall be required to consummate this transaction.

4.3 Mechanic's Lien. No action has been taken, suffered or permitted by or on behalf of the Recipient, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein.

4.4 Litigation. There is no pending or contemplated litigation pertaining to the Property.

4.5 Bills Paid. There will be no unpaid bills or claims in connection with any repair or operation of the Property resulting from Recipient's interest in the Property.

4.6 Indemnity. Related to the Recipient's interest in the Property, the Recipient agrees to indemnify and hold the City harmless from and against any claims, injuries, liabilities, losses, damages, or expenses, including attorneys' fees and court costs, pertaining to claims arising out of its use of the Property, and accruing prior to and arising from events that occurred prior to the City's acquisition of the Property and the moving of the Family from the Property.

4.7 Authority. The Recipient has full right, power and authority to consummate this transaction as provided in this Agreement without the joinder of any other person or entity.

4.8 Misrepresentation. The Recipient shall indemnify and hold the City harmless from and against any losses, damages, costs or expenses (including attorneys' fees) incurred by the City as a direct or indirect result of (i) breach of any representation or warranty of the Recipient contained in this

document, or (ii) any breach or default by the Recipient under any of the covenants or agreements contained in this document to be performed by the Recipient, all of which shall survive the City's acquisition the Property and the moving of the Family from the Property.

4.9 Survival. All representations, warranties, covenants and agreements of the Recipient made in this document, including without limitation any indemnity obligations, shall survive the City's acquisition of the Property and the moving of the Family from the Property, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms, if and as applicable, or shall have been discharged in full.

5. Default.

5.1 Breach by Recipient. In the event that the Recipient shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to vacate the Property by June 10, 2009 for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the City may enforce specific performance of this Agreement.

6. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

Recipient: Natalia and Marcos Soriano
1008 S. Mesa
El Paso, TX 79901

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

7. Entire Agreement/Governing Law. **This Agreement and the Release of even date constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.**

7.1 Time. Time is of the essence of this Agreement and each and every provision hereof.

7.2 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

7.3 Survival of Provisions. The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the City's

acquisition of the Property and the moving of the Family from the Property and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

7.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

The above instrument, together with all conditions thereto is hereby EXECUTED by the Recipient to be effective as of the _____ day of June 2009.

Recipient:

Natalia Soriano

Marcos Soriano

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2009 by Natalia Soriano.

My commission expires:

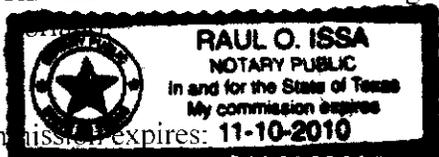
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 3rd day of June, 2009 by Marcos



My commission expires:

Notary Public, State of Texas

EXECUTED by the City of El Paso to be effective as of the ____ day of ____, 2009.

CITY OF EL PASO

By: _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen
Theresa Cullen
Deputy City Attorney

Patricia D. Adauto
Patricia D. Adauto
Deputy City Manager
Development & Infrastructure Services

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

My commission expires:

Notary Public, State of Texas

