

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

**DEPARTMENT:** Engineering Department, Traffic Division

**AGENDA DATE:** Consent Agenda 08/03/2010

**CONTACT PERSON NAME AND PHONE NUMBER:** Ted Marquez, 541-4035

**DISTRICT(S) AFFECTED:** District 8

**SUBJECT: RESOLUTION**

That the City Manager be authorized to sign a "Traffic Signal Agreement", between the City and Camino Real Investments 1, LTD ("The Developers") for the purpose of allowing the City of El Paso to construct traffic signal lights at the intersection of Resler Drive and Desert Pass Drive, El Paso, Texas. Developers will pay all costs of design and construction.

**BACKGROUND / DISCUSSION:**

This resolution of being created to allow the installation of a traffic signal to be located at the intersection of Resler Drive and Desert Pass Drive. The traffic signal will alleviate and organize traffic flow to be generated by new roadway connections from Mesa Street to Resler Drive. The Traffic Engineering Division recommends this resolution be accepted.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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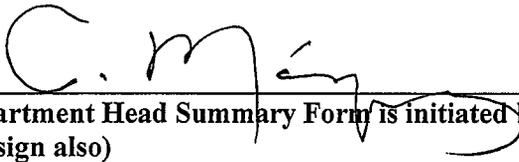
**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**RESOLUTION**

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

That the City Manager be authorized to sign a Traffic Signal Agreement between the City and Camino Real Properties, Inc., for payment of \$164,687.00 to the City by Camino Real Properties, Inc. for the construction and installation by the City of traffic signals at the intersection of Resler Drive and Desert Pass Drive, El Paso, Texas. Payment by Camino Real Properties, Inc. is for all costs related to of design and construction of the traffic signals.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.**

THE CITY OF EL PASO

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

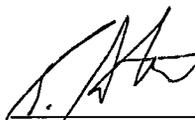
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark Shoesmith  
Assistant City Attorney

APPROVED AS TO CONTENT:

 FOR  
\_\_\_\_\_  
Ted Marquez, P.E.,  
Assistant City Engineer

CITY CLERK DEPT.  
10 JUL -8 AM 11:44

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**TRAFFIC SIGNAL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter "City" and **CAMINO REAL INVESTMENTS I, LTD.**, hereinafter "APPLICANT";

**WITNESSETH:**

**WHEREAS**, APPLICANT has requested the installation of a traffic signal to be located at the intersection of Resler Drive and Desert Pass Drive; and

**WHEREAS**, APPLICANT has agreed to pay for the installation of a traffic signal; and

**WHEREAS**, APPLICANT and City desire to enter into an agreement whereby each will bear certain responsibilities regarding the installation, maintenance and upkeep of the traffic signal;

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

1. Within thirty (30) days from the date hereof, APPLICANT shall deliver to the City a cash payment, an irrevocable letter of credit or shall establish an escrow account satisfactory to the City, in the amount of ONE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED EIGHTY SEVEN AND NO/100 DOLLARS (\$164,687.00) and payable for a twelve (12) month period beginning the effective date of this agreement, in one or more installments to the City's order, including but not limited payments to the City upon completion of the design of the traffic signal and as expenses are incurred by the City throughout the installation of the traffic signal. The City agrees that all money paid by APPLICANT pursuant to this Agreement shall be used solely for the design, the materials and installation costs of a traffic signal to be installed by the City at the intersection of Resler Drive and Desert Pass Drive, El Paso, Texas. Those costs shall include but not be limited to all costs for design, engineering, labor, materials, equipment and all other costs reasonably related to the signal installation. The amount to be paid by APPLICANT reflects one hundred percent of the total estimated costs of the installation of the traffic signals.

2. Upon delivery of the funding arrangement in accordance with Paragraph 1 of this Agreement, the City Engineer, or his designee, shall proceed with the ordering of materials and parts for the signal in accordance with established City procedures. The City Engineer, or his designee, shall order the installation and activation of the signal within two hundred and forty (240) days of compliance by the APPLICANT with Paragraph 1 above. The signal shall be designed and installed in accordance with City standards and specifications so as to provide the necessary and appropriate control of vehicular and pedestrian traffic, as determined by the City Engineer. The City shall be entitled to draw upon the funds noted above for such installation.

If the total estimated cost of the signal, as determined by the City's Traffic Engineer during or upon completion of the design of the traffic signal, exceeds ONE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED EIGHTY SEVEN AND NO/100 DOLLARS (\$164,687.00), the City shall have the option of not proceeding with the installation and activation of the signals as

provided for in this agreement. The City shall give APPLICANT written notice of its decision to proceed or not to proceed and the estimated increase in costs. The APPLICANT shall have ten calendar days after its receipt of the notice of increased costs to instruct the City not to proceed. If the City (1) elects to complete the installation and activation of the signal, and (2) does not receive a request from the APPLICANT that the City not proceed with the installation of the traffic signal within the ten-day period, the City shall proceed with installation and activation. The City shall pay all additional expenses needed to complete the installation and activation of the signal, provided that such additional expenses shall be reimbursed by Applicant to City and that such additional sums shall not exceed \$10,000.00 for a total cost of \$174,687.00. If the additional expenses exceed the total cost \$174,687.00 the City shall pay the costs exceeding \$174,687.00.

If the cost of the signal is less than ONE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED EIGHTY SEVEN AND NO/100 DOLLARS (\$164,687.00), the City will refund to APPLICANT, upon the completion of the installation and activation of the signal, any excess funds, or the balance of the letter of credit or escrow account. The City will cause all work required for the traffic signal installation to be completed as soon as reasonably possible, subject to extensions for delays beyond the City's control.

3. In the event the traffic signal installation and activation have not been substantially completed within the two hundred and forty (240) days time period noted above, the City shall refund to APPLICANT all money paid by APPLICANT hereunder, less the City's reasonable engineering, accounting, and design costs for the signal, if any. The letter of credit, cash payment or escrow account shall be released and returned to APPLICANT less the payment to the City for engineering, accounting and design costs described in this paragraph, within sixty (60) days after the two hundred and forty (240) days time period has elapsed.

4. All materials and parts used in the construction and installation of the traffic signal shall be and remain the property of the City. The City shall be responsible for maintaining the traffic signal in good repair and operating condition and shall make all necessary repairs thereto and perform all necessary maintenance thereon as and when required, all at the City's sole cost and expense and at no cost or expense to APPLICANT.

5. APPLICANT shall not hold the City liable for any damages, due to the tortious acts of third parties or factors beyond the City's control, which occur in the interim between the execution of this Agreement and the completed installation of the traffic signal, as provided in Paragraph 3 of this Agreement, and APPLICANT hereby releases the City from such liability.

APPLICANT'S sole obligation under this Agreement is to provide the funding for the design and installation of the traffic signal. APPLICANT shall have no other responsibility or liability in connection with the design, installation, maintenance, repair or operation of the traffic signal. The City hereby releases APPLICANT from any such responsibility or liability. This release is subject, however, to APPLICANT furnishing the funding for the design and installation of the traffic signal as herein provided.

6. Pursuant to the Texas Open Records Act, copies of all financial records of the City, related to this transaction or any other, are available to the public upon written request.

7. This document contains all of the agreements between the parties and may not be modified, except by written agreement, signed by both parties.

8. 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.

9. The laws of the State of Texas shall govern the validity, performance and enforcement of this Agreement and exclusive venue shall be in El Paso County, Texas.

10. The individual signing this Agreement on behalf of APPLICANT 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 APPLICANT to the terms and conditions of this Agreement.

11. This Agreement is for the sole benefit of the parties named herein and can be modified at any time in writing by mutual consent of the parties without the approval of any third party.

**WITNESS OUR HANDS on the date first written above.**

THE CITY OF EL PASO

\_\_\_\_\_  
Joyce Wilson, City Manger

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Shoemith  
Assistant City Attorney

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

CAMINO REAL INVESTMENTS, I, LTD,  
By: Camino Real Properties, Inc.  
Its General Partner  
Applicant

By:   
\_\_\_\_\_  
Douglas A. Schwartz, President

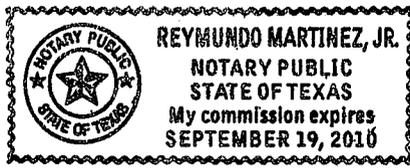
**ACKNOWLEDGMENT**

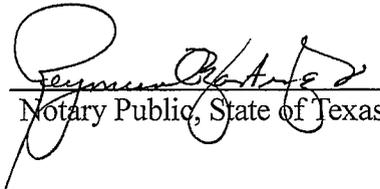
THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2010, by Douglas A. Schwartz, president, CAMINO REAL PROPERTIES, INC. , APPLICANT.



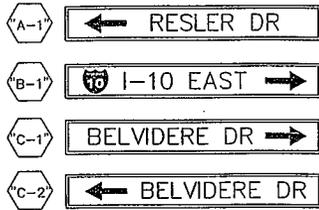
  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
by Joyce Wilson, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
Notary Public, State of Texas

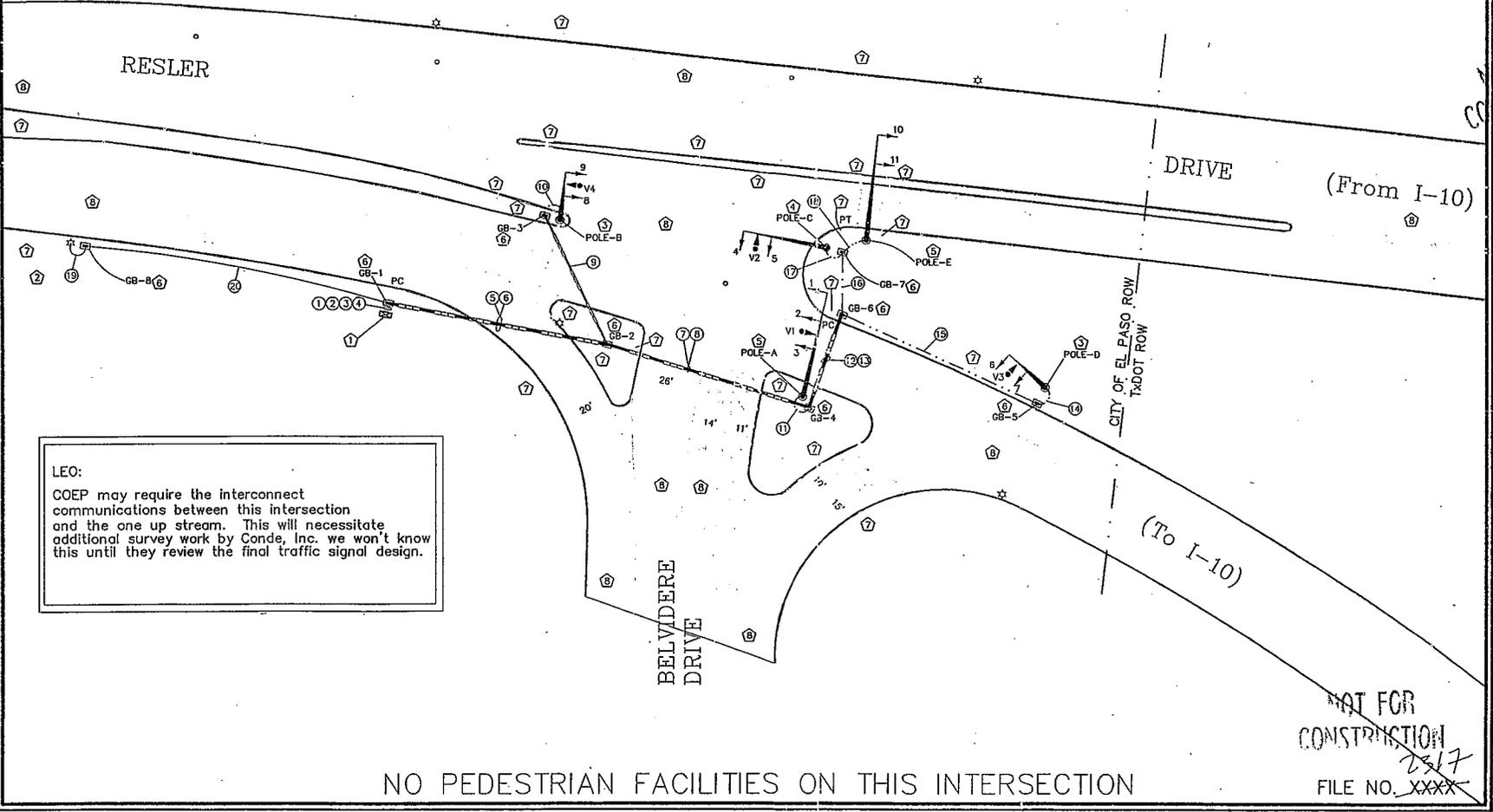
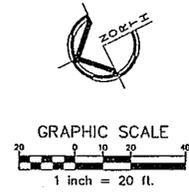
STREET NAME SIGNS (SNS)



LEGENDS	
	PROPOSED 170 CONTROLLER & CABINET
	PROPOSED MAST POLE & MAST ARM
	PROPOSED VEHICLE SIGNAL HEAD
	PROPOSED VIDEO DETECTION CAMERA (VVDs)
	PROPOSED GROUND BOX
	PROPOSED BORED CONDUIT
	PROPOSED TRENCHED CONDUIT
	EXISTING STREET ILLUMINATION & POLE

KEYED NOTES

- (THIS SHEET ONLY)
- INSTALL A MODEL 170-E SERIES CONTROLLER ON A (TYPE-1) P-332 CABINET.
  - INSTALL POWER SOURCE AT THIS LOCATION ON WOOD POLE WITH TRANSFORMER.
  - INSTALL A 20" MAST ARM ON A TYPE-30A FOUNDATION WITH 16" BOLT CIRCLE.
  - INSTALL A 35" MAST ARM ON A TYPE-36A FOUNDATION WITH 16" BOLT CIRCLE.
  - INSTALL A 44" MAST ARM ON A TYPE-40A FOUNDATION WITH 19" BOLT CIRCLE.
  - INSTALL NEW GROUND BOX.
  - PROPOSED TRAFFIC SIGN, SEE SHEET 5 OF 6.
  - ALL THE ROADWAY GEOMETRIC DESIGN SHOWN ON THIS PLAN WAS DESIGNED BY CONDE ENGINEERING, INC.



NO PEDESTRIAN FACILITIES ON THIS INTERSECTION

NOT FOR CONSTRUCTION  
 FILE NO. XXXX

PD/ATP 05/18/07 : 04/07/08

PROJECT NAME : STATE HIGHWAY 177 ENGINEERING COPY

CITY CLERK DEPT.  
 10 JUL -8 AM 11:44



## CAMINO REAL INVESTMENTS I, LTD.

May 14, 2010

Ted Marquez, P.E.  
Assistant City Engineer  
Traffic Division  
2 Civic Center Plaza  
El Paso, Texas 79901

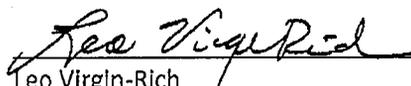
Re: Resler-Desert Pass (formerly Resler-Belvidere) Intersection

Dear Ted,

Camino Real Investments I, Ltd., the owner and developer of the project described as Resler Dr.-Desert Pass Dr. intersection acknowledges the agreement between the city of El Paso and Camino Real Investments I, Ltd. for the intersection of a traffic signal at this proposed intersection.

Furthermore, Camino Real agrees and commits to the city of El Paso that as a requirement of the agreement, will establish an escrow account in the amount of One Hundred Sixty Four Thousand Six Hundred Eighty Seven and No/100 Dollars (\$164,687.00) to be used solely for materials and installation by the city of El Paso for this proposed traffic signal.

Respectfully,  
Camino Real Investments I, Ltd.

  
\_\_\_\_\_  
Leo Virgin-Rich  
Project Coordinator

CITY CLERK  
10 JUL - 8 AM