

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

**DEPARTMENT:** Capital Improvement  
**AGENDA DATE:** August 21, 2018  
**CONTACT PERSON/PHONE:** Omar Moreno, P.E., CID Director of Grant Funded Programs, 212-0065

**DISTRICT(S) AFFECTED:** 6

**STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management**

**SUBJECT:**

**NOTICE FOR NOTATION**

Pursuant to the delegation of authority granted to the City Manager by resolution dated December 8, 2015, the City Manager has executed the Second Amendment to the Interlocal Agreement for the Development of Winn Road between the City of El Paso and the Camino Real Regional Mobility Authority (CRRMA) for additional professional services for right of way acquisition services. This notation is to comply with the requirement in the resolution that an item be placed on the City Council agenda for notation whenever the City Manager approves such an amendment.

**BACKGROUND / DISCUSSION:**

On December 8, 2015 the City Council approved a resolution authorizing the City Manager to approve and sign, in consultation with the Mayor and approval by the City Attorney, amendments to the Agreement with CRRMA, and that an item be placed on the City Council agenda for notation to advise council whenever the City Manager has approved an amendment. The City has agreed to increase the available budget by \$17,028.26 for right of way acquisition services related to private parcels needed for the Winn Road Project. This amendment to the Interlocal Agreement with the CRRMA is to allow for the use of these additional funds.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ Not Applicable (Routine)  
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

**PRIOR COUNCIL ACTION:**

November 12, 2013, City Council approved Local Transportation Project Advance Funding Agreement for Phase I Improvements to Winn Rd. from the intersection of Pan American Dr. to the Border Safety Inspection Facility.

December 8, 2015, City Council approved the Interlocal Agreement for the Development of Winn Rd by and between the City of El Paso and the Camino Real Regional Mobility Authority for project planning and construction services.

February 28, 2017 City Council approved the Advance Funding Agreement Amendment #1 to the Local Transportation Project Advance Funding Agreement to reflect changes in project cost and amend the scope of work.

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**AMOUNT AND SOURCE OF FUNDING:**

580160-190-4510-28320-PCP10TRAN110 2010 Transportation CO's \$17,028.26

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



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COUNTY OF EL PASO     )  
                                      )  
STATE OF TEXAS         )

**AMENDMENT NO. 2 TO THE  
INTERLOCAL AGREEMENT FOR THE  
DEVELOPMENT OF WINN ROAD**

**THIS AMENDMENT NO. 2** (the "Amendment") is made and entered into as of the 23 day of April, 2018, by and between the **CITY OF EL PASO, TEXAS** (the "City") and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the "CRRMA"). each to be referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City is a Home Rule City operating pursuant to the laws of the State of Texas; and

**WHEREAS**, the CRRMA is a regional mobility authority created and operating pursuant to Chapter 370 of the Texas Transportation Code and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the Texas Transportation Code permits the CRRMA to enter into an agreement under which the CRRMA may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the CRRMA's area of jurisdiction or in a county adjacent to the CRRMA's area of jurisdiction; and

**WHEREAS**, the CRRMA and City have entered into an Interlocal Agreement for the Development of Winn Road dated December 8, 2015 (Interlocal Agreement) wherein the City has agreed to provide available funding for the Winn Road Project to the CRRMA and the CRRMA has agreed to use those funds, and such other funds which may be designated by the City from time to time, to finance and pay for the design and/or construction of such project; and

**WHEREAS**, the CRRMA and City amended the Interlocal Agreement, effective June 8, 2017, wherein the City made additional funds available to the CRRMA for the completion of the design services required for the Winn Road Project; and

**WHEREAS**, the City has identified additional funds for the Winn Road Project that will be used for certain right of way acquisition processes and the Parties now desire to further amend the Interlocal Agreement to provide such additional funds to the CRRMA; and

**WHEREAS**, pursuant to the Interlocal Agreement, the City Manager or his designee is authorized to sign amendments to the Interlocal Agreement to make additional funding available to the CRRMA.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

1. **Project Budget and Scope of Work.** The City has access to additional funds that may be used for right of way acquisition services necessary for the Winn Road Project. Pursuant to and in accordance with Article II, Section A.3. of the Interlocal Agreement, the City now desires to make such additional project funds available to the CRRMA. The Parties hereby agree to revise **EXHIBIT A** of the Interlocal Agreement, as amended, such that the Winn Road Project – Available Budget of \$1,879,883.00 for engineering and environmental costs remains, but an additional \$17,028.26 for right of way acquisition services are now available to the CRRMA for development of the Winn Road Project. These additional funds may only be used by the CRRMA for right of way acquisition services related to private parcels needed for the Winn Road Project. Further, any proposed acquisitions arising from the right of way acquisition services referenced herein shall be paid for with separate funds.

The CRRMA will complete the right of way acquisitions services through its consultant Atkins ("Consultant"). All right of way acquisition services will be provided in accordance with all state and federal requirements. The scope of the right of way acquisitions services are described in **EXHIBIT B** of this Amendment. The parties understand that the City will receive copies all the work product related to the scope of work described in this Amendment. Additionally, any negotiation letters and contracts of sale as a result of the work performed under this Agreement will be between the City and property owner.

2. **Effective Date.** This Amendment becomes effective upon the date first written above, and the Parties will consider it to be in full force and effect until the Winn Road Project has been completed and accepted, the Interlocal Agreement is terminated, or as otherwise agreed to in writing by the Parties.


3. **Signatory Warranty.** Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

4. **Ratification.** Except as expressly amended by this Amendment, the Interlocal Agreement, as amended, and its exhibits shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.


CITY OF EL PASO

  
Tomás González  
City Manager

APPROVED AS TO FORM:

  
Sol M. Cortez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
Omar Moreno, P.E.,  
Grant Funded Programs Director

CAMINO REAL  
REGIONAL MOBILITY AUTHORITY

  
Raymond L. Telles  
Executive Director

## **EXHIBIT B**

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2/22/18

## RIGHT OF WAY SCOPE OF SERVICES

The following activities and procedures will be conducted in compliance with 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA) for Federal and Federally-Assisted Programs. In addition, Atkins will adhere to all local, State and municipality procedures for property acquisition activities.

1. Coordinate title search and closing services with a local title company selected by the City.
2. Send Introduction Letters to all affected property owners advising them of the pending project and need for their property. A copy of the Texas Landowner Bill of Rights (TLBOR) will accompany the letter.
3. Contract with an appraiser, as approved by the City, and coordinate with the appraiser to perform all appraisals for fee simple and/or easement acquisitions. Atkins contract scope shall ensure that all appraisals will be performed in compliance with the (URA) and Uniform Standards of Professional Appraisal Practice (USPAP), as applicable.
4. Perform appraisal review services to ensure compliance with the (URA) and Uniform Standards of Professional Appraisal Practice (USPAP), as applicable.
5. Upon completion of appraisal review, coordinate approval of the appraised value with the City.
6. Upon City approval of the appraised value, prepare offer package including Initial Offer Letter, copy of the approved appraisal, copy of the deed and/or easement conveyance document (pre-approved by the City) and copy of the TLBOR. The offer letters will be prepared for the City, signed by the City Engineer, and sent on behalf of the City.
7. Mail offer package to the property owner shown in title and follow with a phone call to discuss offer and schedule a face-to-face meeting to discuss, if possible.
8. Prepare Negotiator reports from all contacts with the property owner and retain copies of all contact reports and email correspondence in the parcel file
9. Submit any counter offers received from the property owner for consideration by the City and be available to discuss and make recommendation
10. Upon acceptance of offer or City's acceptance of property owner's counter offer, ensure conveyance document(s) are executed and submit to title company to hold in escrow for closing.
11. Perform title curative, if required, to ensure City receives clear title to property being acquired.
12. Coordinate closing with title company and attend closing, if required.
13. If unable to reach an agreement with property owner, advise the City for further action
13. Submit final parcel file to City
14. Prepare acquisition status report for delivery to City on weekly or bi-weekly basis
15. Attend City meetings via phone conference to update acquisition status
16. Prepare Level 1 environmental assessment for 1 parcel

### Project Deliverables and (Quantity)

- a.) Title commitment (1)
- b.) Property owner Introduction Letter with TLBOR (1)
- c.) Appraisal in compliance with URA and USPAP (1)
- d.) Appraisal review in compliance with URA and USPAP (1)
- e.) Offer package including Initial Offer Letter, approved Appraisal, documents of conveyance, TLBOR (1)
- f.) Weekly or bi-weekly acquisition status report
- g.) Negotiator reports and email contacts
- h.) Closing documentation
- i.) Negotiator reports and email contacts

**CITY OF EL PASO  
WINN ROAD PROJECT**

**2/22/18**

- j.) Final parcel file (1)
- k.) Level 1 Environmental assessment findings report

**Proposed Per Parcel Fees**

**Assumptions:**

- Fees do not include eminent domain services
- Fees do not include relocation assistance services
- Fees based on appraisal, appraisal review and negotiation services for one (1) parcel (F-Star Zaragoza Port, LLC ) with fee simple and easement acquisitions. Proposed fees will be provided for any additional project required parcels for the services of appraisal, appraisal review, negotiations and travel expenses
- All services being performed under the provisions and regulations of the URA
- Fees are lump sum with exception of travel expenses to be charged as actuals and not-to exceed without City approval

Title – direct pass through costs to the City  
 Appraisal - \$3,800 (quote from Martha Gayle Reid)  
 Appraisal Review - \$850 (Darren Fox – Atkins)  
 Negotiation - \$8,500 (Randall Potts – Atkins)  
 Level 1 Environmental Assessment - \$2,078.26  
 Travel expenses - \$1,800

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**Total - \$17,028.26**