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

DEPARTMENT: **Engineering & Construction Management**

AGENDA DATE: **January 22, 2013**

CONTACT PERSON/PHONE: Irene D. Ramirez, Interim City Engineer

DISTRICT AFFECTED: 4

SUBJECT:

Item is to request approval of a resolution authorizing the City Manager to execute, on behalf of the City of El Paso, an overhead electrical easement to El Paso Electric Company for the provision of electrical power to a new digital traffic condition sign on Woodrow Bean Transmountain Road at the base of the Franklin Mountains entrance, Northeast El Paso.

BACKGROUND / DISCUSSION:

The *El Paso Electric Company* has received a request from TxDOT to provide electric service for two *Dynamic Message Signs* to be located in the vicinity of the Museum of Archeaology, 4301 Woodrow Bean Transmountain Road, as a part of their current road improvement project. The digital sign messaging system will be used for driving condition alerts to eastbound and westbound motorists. Power will be obtained from an existing overhead line behind the *Border Patrol Museum* and *Museum of Archeology* buildings, both on City property. The proposed easement will allow a 165 ft. overhead line extension originating from an existing power pole between the buildings to a new pole terminating 132' from the road curb. All electrical power line feeds from that point to the DMS's will be underground and within TxDOT right-of-way. In addition to the DMS signs, the new power line will also be the source of power for a new Museum of Archeaology sign marquee slated to be built in the near future.

PRIOR COUNCIL ACTION:

Mayor and Council have not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

There are no costs associated with this action.

Project	Fund	Department	Account
~	~	~	~

BOARD / COMMISSION ACTION:
(N/A)

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

DEPARTMENT HEAD: _____

Information copy to appropriate Deputy City Manager

RCAepeEsmtTransMt

RESOLUTION

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

That the City Manager be authorized to sign an Overhead Electrical Easement for the provision of electrical power to a new road condition message sign to be located at 4301 Woodrow Bean-Transmountain Road, said easement more particularly described as a portion of Section 31, Block 81, TSP 1, T & P Railroad Surveys, City of El Paso, El Paso County, Texas.

ADOPTED THIS _____ DAY OF _____, 2013.

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:

_____
Irene D. Ramirez, P.E.
Interim City Engineer

Matter # 12-1004-284 PL # 147739
Reso/EPEC Overhead Electric Easement
4301 Woodrow Bean/Transmountain
El Paso Museum of Archeology
COSB

CITY CLERK DEPT.
2013 JAN -2 PM 4:28

THE STATE OF TEXAS §
§ **OVERHEAD ELECTRICAL EASEMENT**
COUNTY OF EL PASO §

For and in consideration of the sum of One Dollar and No/100 ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

> A portion of Section 31, Block 81, TSP 1, T & P Railroad Surveys, El Paso, El Paso County, Texas and more particularly shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

The easement consists of (1) two 5 ft. by 35 ft. utility anchor easements and, (2) a 5 ft. by 165 ft. overhead easement with a point of origin at LAT. 31°54'13.04"N, LONG.106°26'55.65"W and point of terminus at LAT. 31°54'10.58"N, LONG. 106°26'56.79"W, more fully illustrated in Exhibit "A".

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantees's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to

time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

Joyce A. Wilson,
City Manager

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

Irene D. Ramirez, P.E.
Interim City Engineer

Matter # 12-1004-284 PL # 147738
EPEC Overhead Electric Easement W.O. #DTO17545
4301 Woodrow Bean/Transmountain
El Paso Museum of Archeology
COSB

CITY CLERK DEPT.
2012 DEC -4 AM 10:00

CITY CLERK DEPT.
2013 JAN -2 PM 4:28

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2012 by **Joyce A. Wilson** as **City Manager** of the **City of El Paso.**

_____
Notary Public, State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Steven P. Busser
Title: Vice President-Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 5 day of December, 2012 by Steven P. Busser as Vice President-Treasurer of **El Paso Electric Company,** on behalf of the El Paso Electric Company, a Texas corporation.

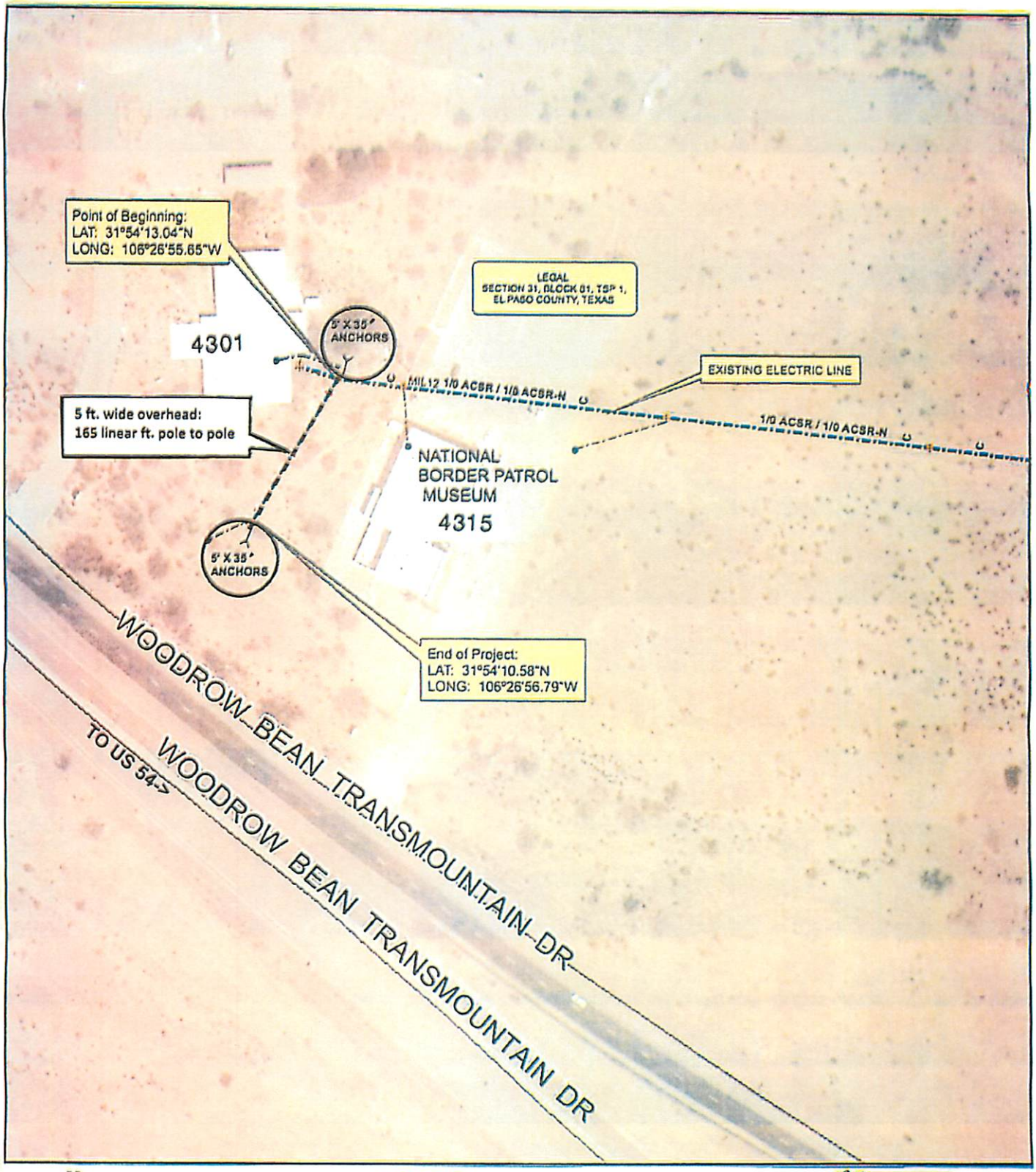
GLORIA FRANCO
NOTARY PUBLIC
In and for the State of Texas
My commission expires
February 16, 2016

2-16-2016

_____
Notary Public, State of Texas

Matter # 12-1004-284 PL # 147738
EPEC Overhead Electric Easement W.O. #DTO17545
4301 Woodrow Bean/Transmountain
El Paso Museum of Archeology
COSB

APPROVED AS TO FORM
OFFICE OF THE GENERAL COUNSEL



N

SCALE: NONE
DATE: 10/1/2012
W.O. #DT017545

LEGEND

- - - - - PROPOSED EPE CO. (OH) 5 FT. UTIL. ESMNT.

—Y PROPOSED EPE CO. 5 X 35 FT. UTIL. ESMNT.

Exhibit "A"

El Paso Electric Company

EL PASO ELECTRIC CO. R.O.W.

A PORTION OF:

SECTION 31, BLOCK 81,
TSP 1, T & P RR SURVEYS,
EL PASO COUNTY, TEXAS