

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

DEPARTMENT: Engineering Department

AGENDA DATE: April 13, 2010

CONTACT PERSON/PHONE: R. Alan Shubert, P.E. - ext. 4423

DISTRICT(S) AFFECTED: 1

SUBJECT:

That the City Manager be authorized to sign an agreement for electric service and an agreement granting a transformer and underground electrical easement to the El Paso Electric Company for the purpose of providing electrical service to the Westside Sports Complex Phase II, 0 Isela Rubalcava, El Paso, Texas. Said property being more particularly described as a portion of a portion of Tract 1A1, Nellie D. Mundy No. 240, El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

This agreement will provide electrical service in order to provide lighting to the Westside Sports Complex located at 0 Isela Rubalcava.

PRIOR COUNCIL ACTION:

City council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

No funding required for execution of this item.

BOARD / COMMISSION ACTION:

N/A

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

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

DEPARTMENT HEAD:  _____
(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: _____

RESOLUTION

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

That the City Manager be authorized to sign an agreement for electric service and an agreement granting a transformer and underground electrical easement to the El Paso Electric Company for the purpose of providing electrical service to the Westside Sports Complex Phase II, 0 Isela Rubalcava, El Paso, Texas. Said property being more particularly described as a portion of a portion of Tract 1A1, Nellie D. Mundy No. 240, El Paso, El Paso County, Texas.

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 Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS §
 § TRANSFORMER AND UNDERGROUND
COUNTY OF EL PASO § ELECTRICAL EASEMENT

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 underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress thereto, for the installation, 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, upon, and along a ten (10) foot wide area seventy seven (77) feet in length and a sixteen (16) foot by twenty (20) foot transformer area in the following described premises at 0 Isela Rubalcava, El Paso County, Texas, to wit:

A portion of Track 1A1, Nellie D. Mundy No. 240, El Paso, El Paso County, Texas and more particularly shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

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 the Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, the Grantee agrees that upon written and reasonable request it will relocate any of its facilities located within the easement at no cost to the Grantor.

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 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. Grantee agrees not to interfere with any structure or tangible personal property of Grantor within the easement. Grantor agrees not to erect permanent structures on or over Grantee's underground 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 applicable City Code provisions.

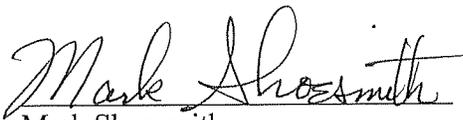
WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

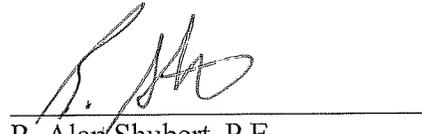
Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mark Shoosmith
Assistant City Attorney



R. Alarr Shubert, P.E.
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS)
) s.s.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2010
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.

**Reviewed and Approved.
Legal Department**

GRANTEE:
EL PASO ELECTRIC COMPANY

GS
3/19/10

By: 

Printed Name: John A. Whitacre
Title: VP-System Operations & Planning

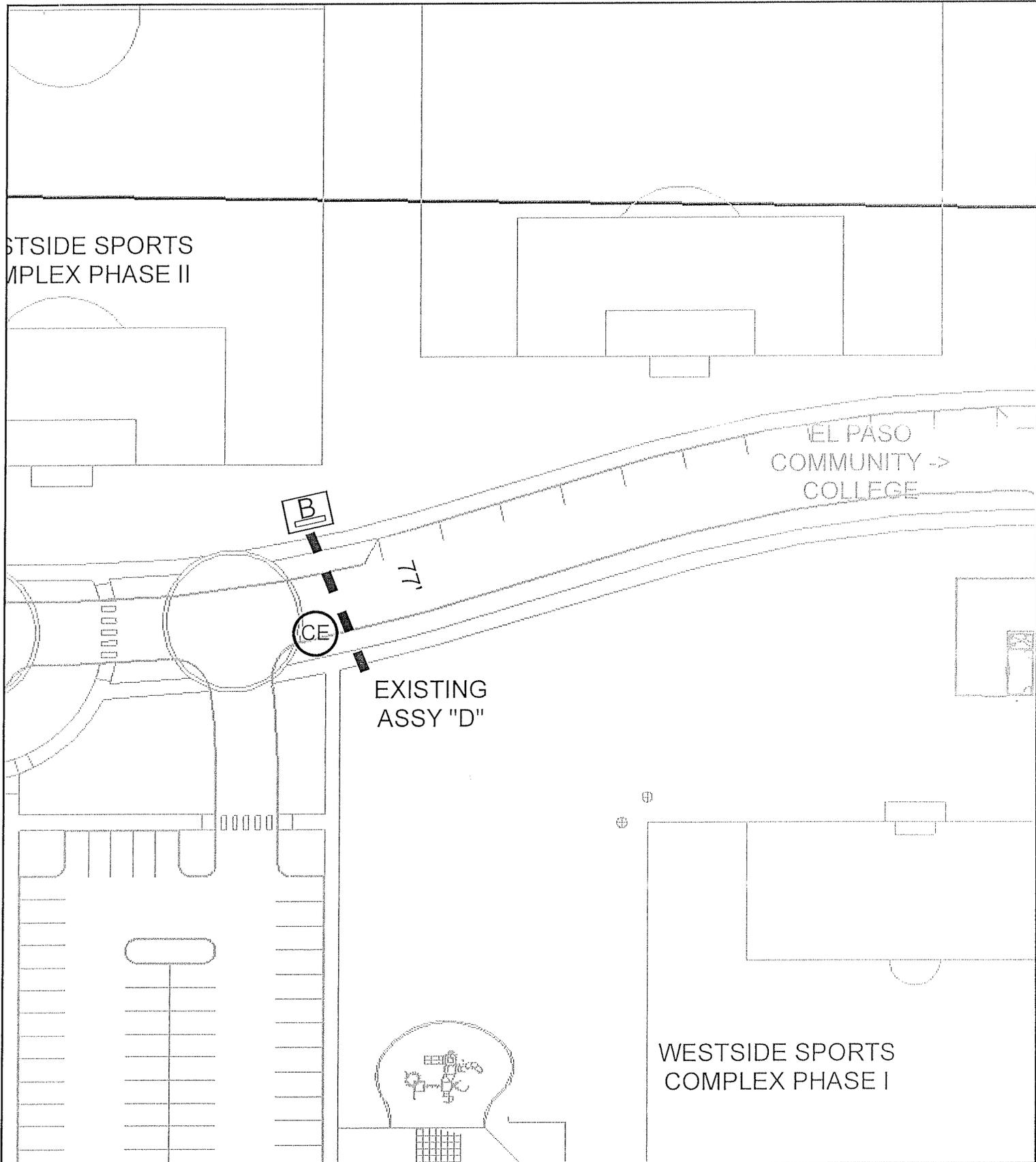
ACKNOWLEDGMENT

STATE OF TEXAS)
) s.s
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 30 day of MARCH, 2010 by John A. Whitacre as VP-System Operations of **El Paso Electric Company**, on behalf of the El Paso Electric Company, a Texas corporation.



Gloria Franco
Notary Public, State of Texas



LEGEND

- PROPOSED EPE CO. (UG) 10 FT. UTIL. ESMNT.
- B PROPOSED 16'X20' TRANSFORMER ESMNT.



SCALE: NONE
 DATE: 3/23/2010
 W.O. #DT010628

Return to:
 El Paso Electric Co.
 P.O. Box 982-Loc 501
 El Paso, Texas 79960



EL PASO ELECTRIC CO. R.O.W.
 A PORTION OF:
 TRACT 1 A-1,
 NELLIE MUNDY NO. 240,
 EL PASO COUNTY, TEXAS

WESTSIDE SPORTS COMPLEX PHASE II

EL PASO COMMUNITY COLLEGE

ASSY "D"

EXISTING ASSY "D"

WESTSIDE SPORTS COMPLEX PHASE I

LEGAL
A PORTION OF TRACT 1A1,
NELLIE D. MUNDY No. 240,
EL PASO COUNTY,
TEXAS.

DRAINAGE DITCH

ROW NEEDED

ROW NEEDED

NOTES:

1. ALL PRIMARY DUCTS ARE 2-4" PVC UNLESS OTHERWISE NOTED.
2. ALL SECONDARY DUCTS ARE 1-3" PVC UNLESS OTHERWISE NOTED.
3. ALL PRIMARY CONDUCTOR IS 25 KV, #1/0 JCN UNLESS OTHERWISE NOTED.
4. ALL SECONDARY CABLE IS 1/0 AL BRENAU, 600V UNLESS OTHERWISE NOTED.
5. INSTALL GROUND RODS IN ALL BOXES WITH J'S, TRANSFORMERS, ARRESTERS, SPLICES AND AT ALL RISERS.
6. IF GROUND ROD CAN NOT BE DRIVEN LAY 100' OF #2CU IN THE TRENCH FOR EACH EQUIPMENT BOX.
7. CONCRETE ENCASE PRIMARY DUCT STREET CROSSINGS FROM CURB TO CURB.
8. THE CONTRACTORS WILL BE RESPONSIBLE FOR THE SPOTTING OF AND COORDINATION WITH ALL OTHER UTILITIES.
9. BACKFILL TO BE COMPACTED TO 90% OF SURROUNDING SOIL.

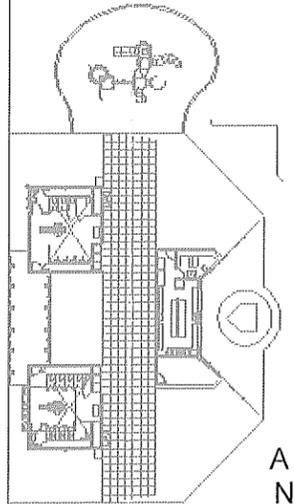
2
3-10 AL
2-4" 17' DUCT

1

B

CE

D



WESTSIDE SPORTS COMPLEX PHASE II

0 ISELA RUBALCAVA, EL PASO. TX 79932

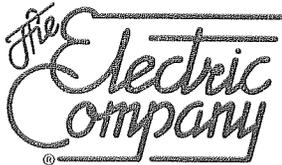
Work Request #: 10628
Work Order #: DT010628
Tax District: 081
Map Number: 1659
Location Index X: 535048.14120
Location Index Y: 27731.686755

Planner: Ramon Rivera
Planner Phone: (915) 543-2288
Planner Cell: (915) 525-2813
Feeder: MON-24
Customer: VELA, JOE
Customer Phone: 915-541-4200

EXHIBIT A



1 inch = 60 feet



El Paso Electric

P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

March 4, 2010

Mr. Joe Vela
The City of El Paso
#2 Civic Center Plaza-4th Floor
El Paso, Texas 79901-1153

Dear Mr. Vela:

THREE PHASE UNDERGROUND ELECTRIC SERVICE TO PROPOSED WESTSIDE SPORTS COMPLEX PHASE II, LOCATED AT 0 ISELA RUBALCAVA IN EL PASO, TEXAS.

This Letter of Agreement (Agreement) summarizes the terms under which El Paso Electric Company agrees to provide the extension of electric service to the above-named location by way of an underground distribution system, hereinafter the "Underground System."

I. Parties and Term

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between El Paso Electric Company, hereinafter called the "Company," and **CITY of EL PASO**, hereinafter called the "Customer," conjunctively known as the "Parties."

II. Location

The Customer has requested the Company to install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked **Exhibit "A"** and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on the Company drawing. Any future extension of service to additional buildings or

property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement.

III. Type of Service

1. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pull boxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cables from the secondary terminals of our transformer(s) to and within the building. The transformer(s) can accommodate a maximum of **four 500 MCM** conductors per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a padmounted secondary bus enclosure approved by the Company at a location near the transformer designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our transformer(s) without splices and shall be installed as shown on the attached Company DSU 440, Sheet 1 of 2 and notes, marked **Exhibit "B"**, and incorporated herein the same as if fully set out herein.

The Underground System for this project as covered in this Agreement will be **277/480** volt, **three phase, four wire**. A **300** KVA padmounted transformers will be installed to serve the Customer's electrical load. Duct and a pad to serve a future transformer pad will also be installed as shown on Exhibit "A".

Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the transformer(s) from vehicular traffic in accordance with the attached Company DSU 520, sheets 1 and 2 of 2, marked **Exhibit "C"** and incorporated herein the same as if fully set out herein. The pad for the future transformer must also be protected.

2. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right-of-way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.
3. All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.

4. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged during land development or building construction, or both, as the case may be unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement as stated above if the need for such an action is shown to have been caused by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.
5. The Customer shall prohibit the building of permanent structures on or over the Underground System and shall relieve the Company from any liability for damages to curbs, gutters, paving, shrubbery or other items of landscaping due to the existence, operation, maintenance, service, repair, replacement or removal of Company facilities.
6. The Underground System will not be energized until all construction of electric facilities has been completed and appropriate inspections have been made to insure safe and reliable operation.
7. The Customer's electrical contractor shall contact the Company's Energy Services Representative for the necessary metering information and confirmation of the point of service.

IV. Other Conditions

1. Installation of the Underground System is subject to the Company securing firm easements and rights-of-way by dedication or at the nominal cost of one dollar (\$1.00). It is understood that the Customer will need to provide all necessary property irons or acceptable markings so that the Underground System and related facilities can be properly located in the easements.
2. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
3. Mr. **Joe Najera**, Company Underground Construction Inspector, phone **543-4147**, will act as the representative for the Company in coordination, inspection and other liaison work during the field construction of the Underground System and related facilities. This Inspector and the

Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach agreement on any item under discussion, the matter shall be referred to a designated Principal of the Customer and the Company's Coordinator of Line Extension Process for amicable and mutually satisfactory settlement.

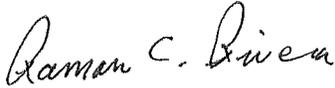
4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement unless the affected portion is determined by the Company to be material to this Agreement, in which event such findings shall terminate the entire Agreement. No waiver by the Company of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.
5. To the fullest extent allowed by applicable law, The Customer agrees to indemnify and save Company, its directors, officers, agents, representatives, employees, contractors or subcontractors from such liability, loss, cost or expense, including, but not limited to, attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the extent such liability, loss, cost or expense is attributable to the negligence of Company, its directors, officers, agents, representatives, employees, contractors or subcontractors.

To the fullest extent allowed by applicable law, Should any person make a claim or institute suit for any damage to property or injury to persons (including death at any time resulting therefrom) as a result of the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the proportional extent such claim or suit has its basis in the negligence of Company, its directors, officers, agents, representatives, employees, contractors, or subcontractors, the Customer agrees to assume the defense of any action at law or in equity which may be brought against Customer, Company, the directors, officers, agents, representatives, employees, contractors or subcontractors of same, and to pay all costs, expenses (to include attorney's fees and indirect or consequential damages) and judgments that may be rendered in any such claim or suit.

6. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate the terms stated herein.

7. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.
8. The **Custom Planner** in charge of this project is Mr. **Ramon C. Rivera**, phone **543-2288**.
9. Please sign and return the original and one copy of this Agreement.

Sincerely,



Ramon C. Rivera
Custom Planner
El Paso Electric Company

Accepted: THE CITY of EL PASO

By: _____

Title: _____

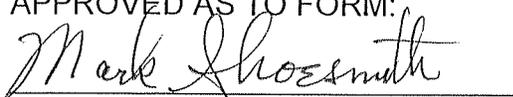
For: _____

Date: _____

THE CITY OF EL PASO

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:



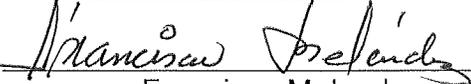
Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

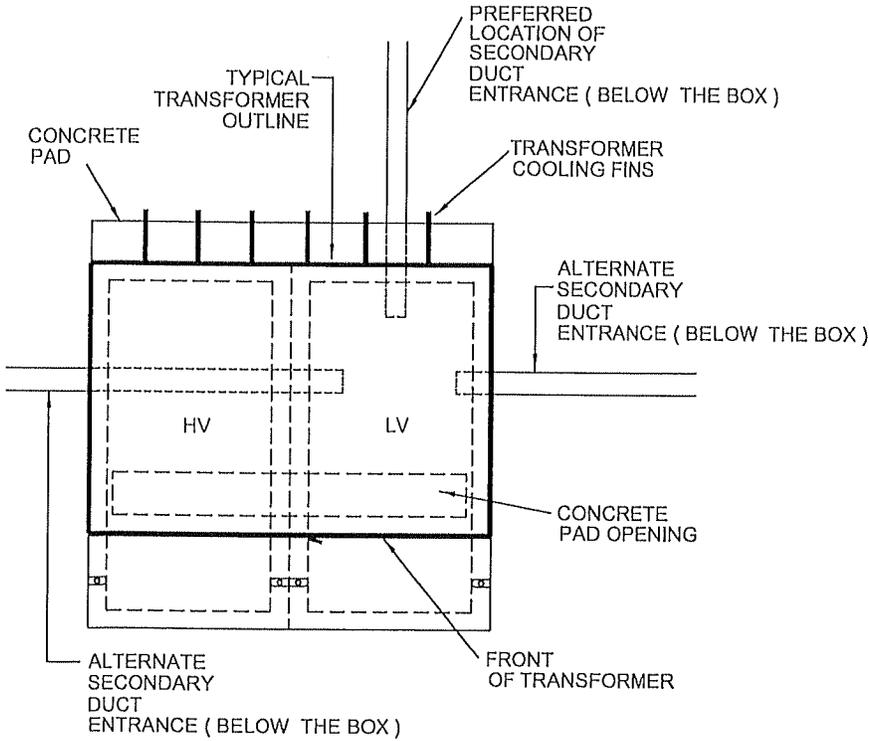
Accepted: El Paso Electric Company

By: 

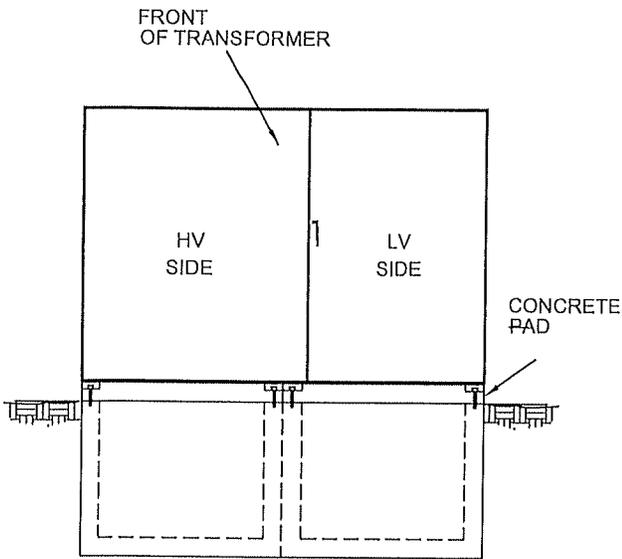
Francisco Melendez

Title: Supervisor, Distribution Design

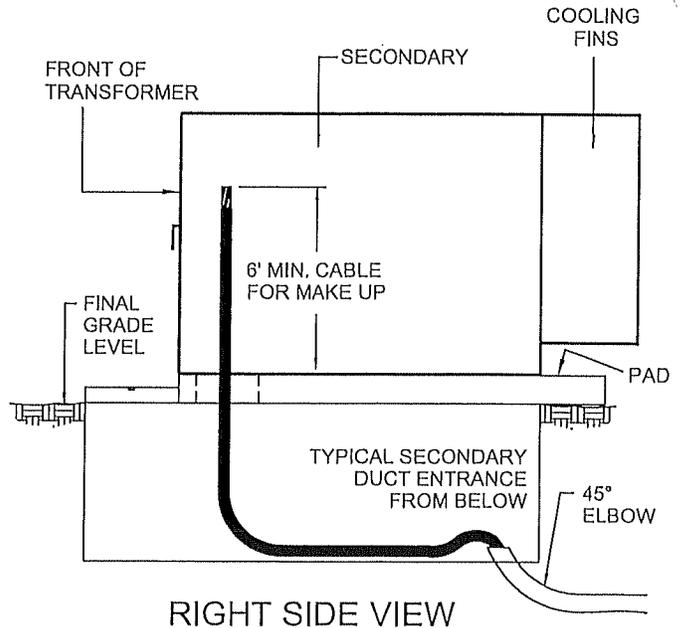
Date: 3/11/2010



TOP VIEW



FRONT VIEW



RIGHT SIDE VIEW

EXHIBIT B

TYPICAL CUSTOMER SECONDARY CABLE LENGTH
PADMOUNT TRANSFORMERS

ORIG. DATE: 01/15/76
 REV. DATE: 04/23/09

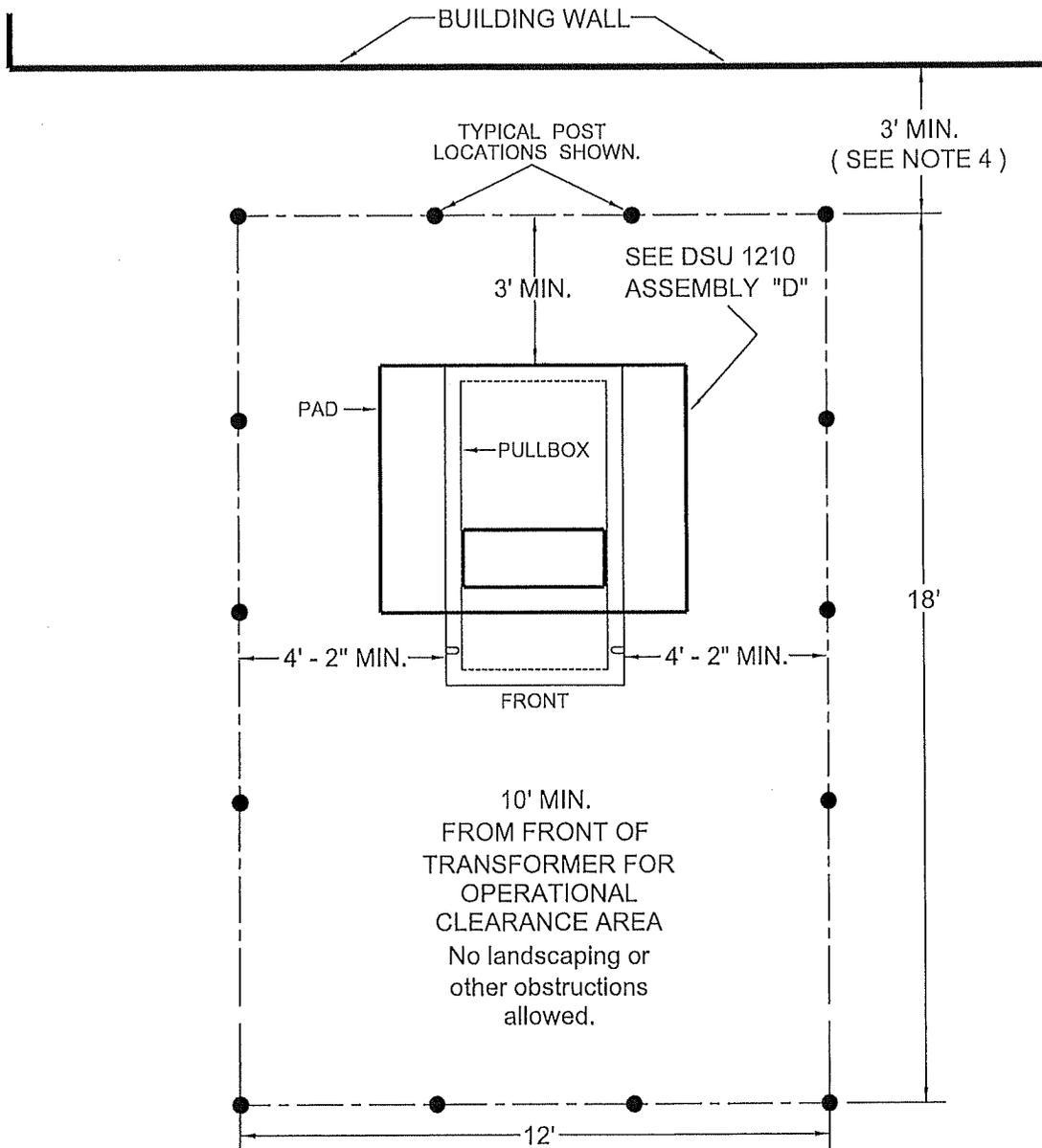
EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 440
 PAGE 1 OF 2

NOTES:

- 1 DUCT OR ELBOW SHOULD TERMINATE 3" - 4" ABOVE SURFACE INSIDE PULLBOX.
- 2 SECONDARY CABLE SHALL REST ON BOTTOM OF PULLBOX AS SHOWN.
- 3 DUE TO POSITIONING OF LEVELING BLOCKS, DUCT MUST NOT ENTER PULLBOX WITH 12" OF ANY CORNER.
- 4 METERING CONDUITS MUST ENTER PULLBOX ON LV SIDE FROM BELOW.
- 5 THE SECONDARY DUCT ENTRANCE SHALL NOT ENTER THE FRONT OF PULLBOX / TRANSFORMER.
- 6 **NO SPLICES ALLOWED 1N CUSTOMER SECONDARY, E.P.E.C. TRANSFORMERS OR PULLBOX.**
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

EXHIBIT B



● CONCRETE FILLED POSTS

□ RIGHT - OF - WAY

DRAWING NOT TO SCALE

EXHIBIT C

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS
FOR 3 Ø PADMOUNT TRANSFORMERS
300 KVA AND BELOW

ORIG. DATE: 11/05/72
REV. DATE: 10/12/09

EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 520
PAGE 1 OF 2

NOTES:

- 1 WHERE THIS AREA IS SUBJECT TO VEHICULAR TRAFFIC, THE CUSTOMER WILL INSTALL PROTECTION AS DESCRIBED BELOW BEFORE ELECTRICAL SERVICE IS PROVIDED.
 - A. CONCRETE FILLED METAL PIPES WITH A 4 INCH MINIMUM DIAMETER USED AS POSTS, 3 FEET MINIMUM SECURELY EMBEDDED IN CONCRETE AND EXTENDING AT LEAST 4 FEET OUT OF THE GROUND.
 - B. THE POSTS SHOULD BE EQUALLY SPACED BUT NOT MORE THAN 5 FEET APART AND LOCATED ON THE PERIMETER OF THE EASEMENT ON THOSE SIDES REQUIRING PROTECTION.
- 2 THERE SHALL BE NO BUILDING OVERHANG OR OTHER OBSTRUCTION THAT WILL PREVENT ACCESS WITH A BOOM TRUCK OR CRANE.
- 3 ASSEMBLY "D" FOR 3Ø 300 KVA AND BELOW PADMOUNT TRANSFORMERS INSTALLATION IS SHOWN.
- 4 EASEMENT SHALL BE LOCATED A MINIMUM OF 3' FROM THE CLOSEST BUILDING WALL.
- 5 FOR PULL BOXES AND PAD SIZES SEE DSU 1210.
- 6 A MINIMUM STANDARD EASEMENT OF 12' X 18' IS REQUIRED.
- 7 THE SECONDARY DUCT ENTRANCE SHALL NOT ENTER THE FRONT OF PULLBOX / TRANSFORMER. SEE DSU 440.
- 8 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.
- 9 THE METER FRAME FOR METERING SHALL BE INSTALLED 3 FEET MIN. FROM THE LOW VOLTAGE SIDE OF THE TRANSFORMER PAD TO ALLOW ROOM FOR TRANSFORMER MAINTENANCE. FRAME MAY BE INSTALLED ON HIGH VOLTAGE SIDE OF THE TRANSFORMER WITH E.P.E.C. PERMISSION ONLY.

EXHIBIT C