

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

DEPARTMENT: Engineering Department

AGENDA DATE: June 16, 2009

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

DISTRICT(S) AFFECTED: 5

SUBJECT:

El Paso Electric Company is requesting an underground electrical easement to provide electrical service for lighting to the Salvador Rivas Park at 12600 Pebble Hills Blvd., El Paso, Texas.

BACKGROUND / DISCUSSION:

The underground electrical easement is required to provide electrical service for lighting to the Salvador Rivas Park at 12600 Pebble Hills Blvd., El Paso, Texas.

PRIOR COUNCIL ACTION:

City council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

N/A

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 an underground electrical easement to the El Paso Electric Company for the purpose of providing electrical service to the City park at 12600 Pebble Hills Blvd, El Paso, Texas. Said property being more particularly described as a portion Lot 83, Block 12, Tierra Del Este Unit 1, El Paso, El Paso County, Texas.

ADOPTED THIS _____ DAY OF _____, 2009.

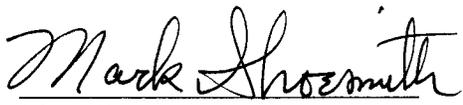
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

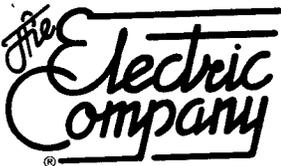


Mark Shoemith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E., C.B.O.
City Engineer



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

El Paso Electric

December 2, 2008

Mr. Joe Vela
Engineering Department-City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901

Dear Mr. Vela:

UNDERGROUND ELECTRIC SERVICE TO 12600 PEBBLE HILLS BOULEVARD-EL PASO, TEXAS

This Letter of Agreement, hereinafter called the "Agreement," summarizes the terms under which El Paso Electric Company agrees to provide underground electric service to your city park located at 12600 Pebble Hills Blvd., by way of an underground line extension, hereinafter called the "Underground System."

I. Parties

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 Park Department, hereinafter called the "Customer," conjunctively known as the "Parties."

II. Location

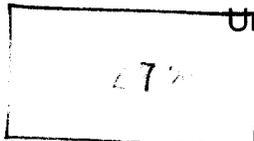
The Customer has requested the Company to install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked Exhibit "A" and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on Exhibit A. Any future extension of service to additional lots or to any other property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement, if applicable.

III. Type of Service

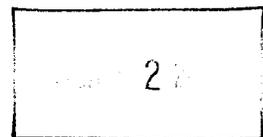
The Company agrees to install, own, operate and maintain the Underground System to serve the location(s) designated in Exhibit A. The Underground System will be 8,000 volt, single phase, four wire.

RECEIVED



ENGINEERING DEPT.

RECEIVED



ENGINEERING DEPT.

Company will install a **37.5 KVA** padmounted transformer, as shown on Exhibit A, to serve the Customer's electrical load.

2. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pullboxes, 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 **six** conductor(s) per phase. If the point of connection is at a Company service enclosure, a maximum number of six (6) 350 MCM conductors per phase will be allowed. Should the Customer's secondary conductors exceed either of these limits, then the Customer shall provide, install, own and maintain a Company-approved padmounted secondary bus enclosure at a location near the transformer or service enclosure 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**, page 1 of 2 and 2 of 2, marked **Exhibit "B,"** and incorporated herein the same as if fully set out herein.
3. 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 525**, marked **Exhibit "C"** and incorporated herein the same as if fully set out herein.
4. The Company will designate the point of service, meter location and type of metering to be installed on the Customer's property. The Customer or Customer's electrical contractor shall contact the Company's Planner for this information prior to installing the service entrance.
5. 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.
6. The Company will not construct a line extension for the Customer until the Company has secured all required firm rights-of-way and permits. All line extensions shall be constructed on private rights-of-way, except that within incorporated municipalities where they are not available, such lines may be constructed on existing public roads, streets, alleys or easements. The Customer shall furnish such rights-of-way as required, without charge to the Company, over property owned or leased by the Customer and, if possible, will assist the Company in securing other rights-of-way necessary to provide service. The Customer shall have all of his property

corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install the Company's electrical facilities within said rights-of-way.

7. If the Customer requests special trench compaction or requests that the depth of the trench be deeper than normal, then the Customer agrees to pay for all additional costs incurred by the Company for these special requirements. The Customer shall advise the Company of any landscaping or terrain concerns prior to construction of the Underground System.
8. During construction of the Underground System, excavated dirt or other materials from the trench will be placed outside the easement area. The Company will make every reasonable effort to avoid disturbing the surrounding area, however, some loss of vegetation may occur. The Customer shall advise the Company of any concerns or requirements the Customer may have regarding the surrounding area prior to construction of the Underground System. If, at the Customer's request, the Company must use an alternative method of handling the excavated dirt, the Customer agrees to pay all costs incurred by the Company for this additional work.
9. 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.
10. 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.

11. 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.
12. The Company will energize the Underground System after the installation of all electrical facilities has been completed and appropriate inspections have been made to ensure safe and reliable operation.

IV. Other Conditions

1. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
2. The Company's Underground Inspector will act as the representative for the Company in coordination, inspection and other work during the field construction of the Underground System and related facilities. The Company's Underground Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach an agreement on any item during construction of the Underground System, the matter shall be referred to a designated Principal of the Customer and the Company's Supervisor of Distribution Design for amicable and mutually satisfactory settlement.
3. The Customer shall prohibit the installation or construction of any structure or building that will create an impaired clearance to the Company's existing or future electrical conductors under the applicable codes or ordinances as observed and enforced by the Company or the proper regulatory authority, or both as the case may be. If such an impaired clearance is created or will be created by any construction or installation by the Customer, the Customer hereby agrees to pay to the Company the entire cost incurred to correct said impaired clearance.
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.

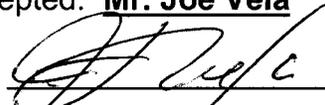
Should any person make a claim or institute suit for any damage to property or injury to persons (including death at any time resulting therefrom) as a result of the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence 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 and costs 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 Planner in charge of this project is **George Hernandez** and can be contacted at **543-2274**.

9. Please sign and return the original and one copy of this Agreement.

Sincerely,

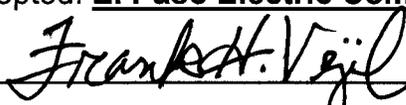
Accepted: **Mr. Joe Vela**

By: 

Title: LEAD ENGR. FEED.

Date: 6-3-09

Accepted: **El Paso Electric Company**

By: 

Title: Supervisor, Distribution Design

Date: 6-1-09

Agreement with The El Paso Electric Company for underground electric service to 12600 Pebble Hills Boulevard, El Paso, Texas.

THE CITY OF EL PASO

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

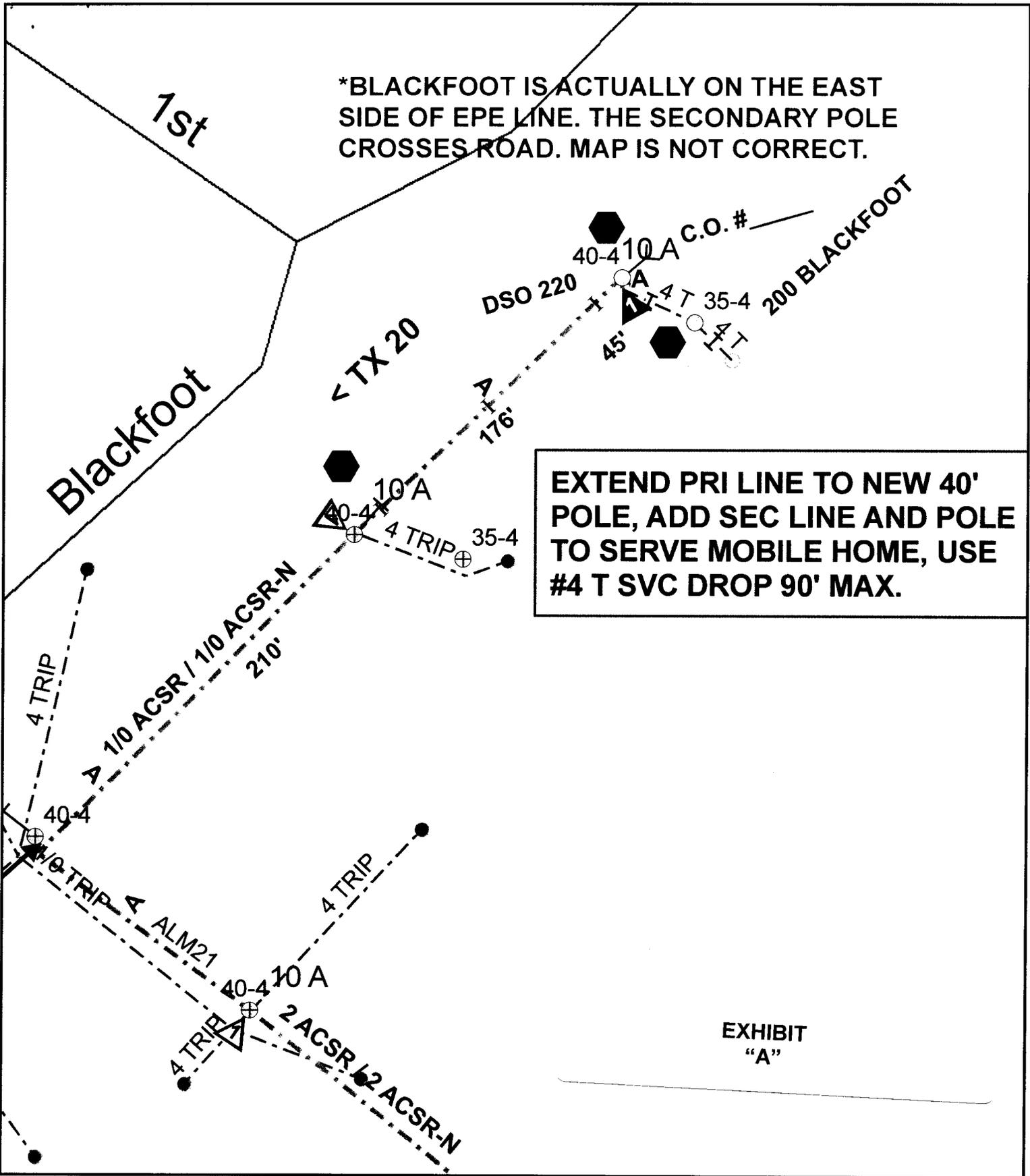


Mark Shoemith
Assistant City Attorney
May 29, 2009



R. Alan Shubert, P.E. C.B.O.
City Engineer

*BLACKFOOT IS ACTUALLY ON THE EAST SIDE OF EPE LINE. THE SECONDARY POLE CROSSES ROAD. MAP IS NOT CORRECT.



EXTEND PRI LINE TO NEW 40' POLE, ADD SEC LINE AND POLE TO SERVE MOBILE HOME, USE #4 T SVC DROP 90' MAX.

EXHIBIT
"A"

MIRELES, BAUDELIO



1 inch = 60 feet

Work Request #: 9168
 Work Order #: DT009168
 Tax District: 322
 Map Number: 857
 Location Index X: 772088.29223
 Location Index Y: 00921.194993

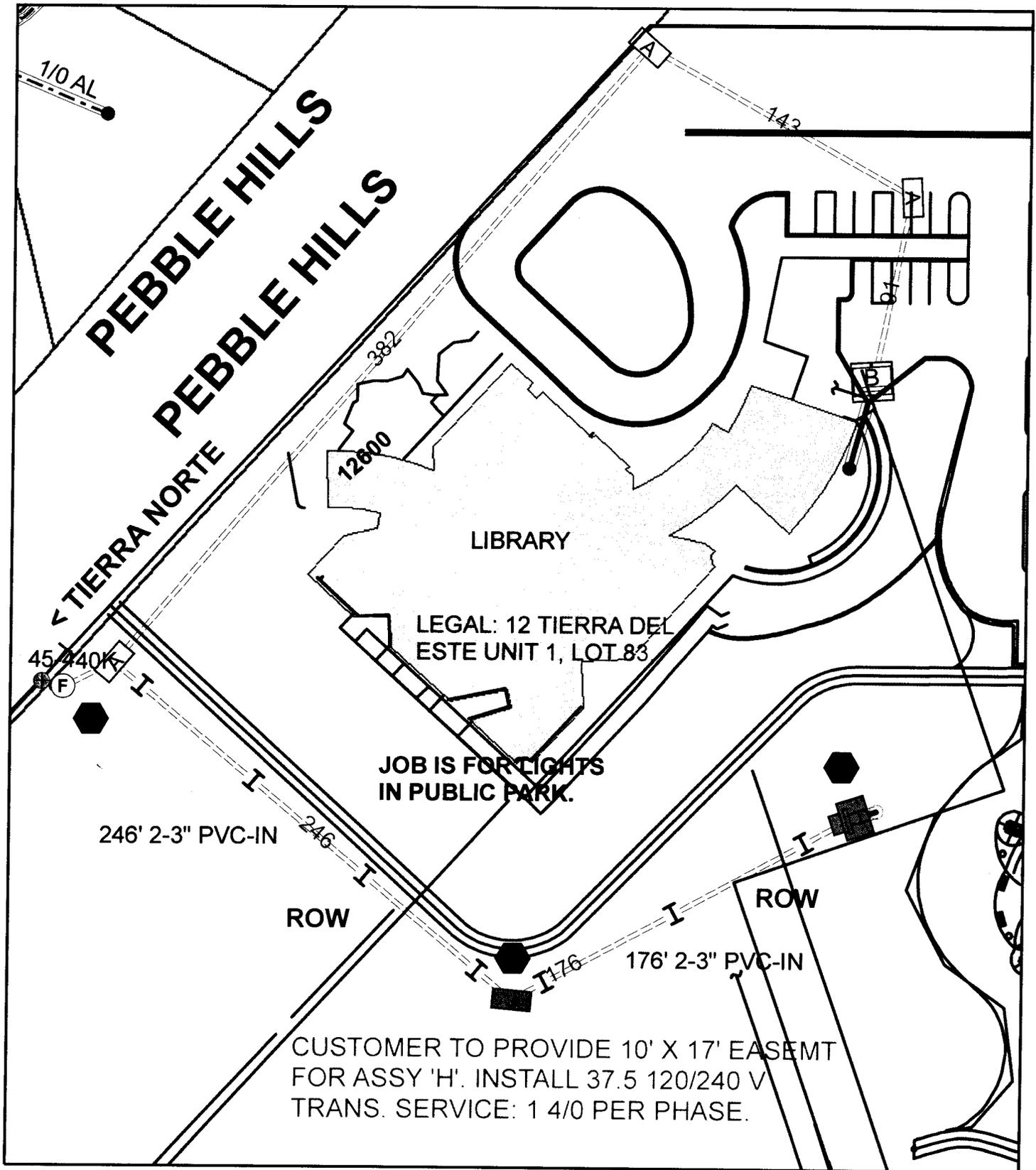
200 BLACKFOOT, FORT HANCOCK, TX 79834

Planner: George Hernandez
 Planner Phone: 915-543-2274
 Planner Cell: 915-525-0866

Customer: MIRELES, BAUDELIO
 Customer Phone: 915-355-3187



DT009168
 5/15/2009



CITY-PARKS



1 inch equals 60 feet

Work Request #: 7701
 Work Order #: DT007701
 Tax District: 062
 Map Number: 1418
 Location Index X: 638984.68311
 Location Index Y: 84725.713825

Planner: George Hernandez
 Phone: 915-543-2274
 Planner Cell: 915-525-0866

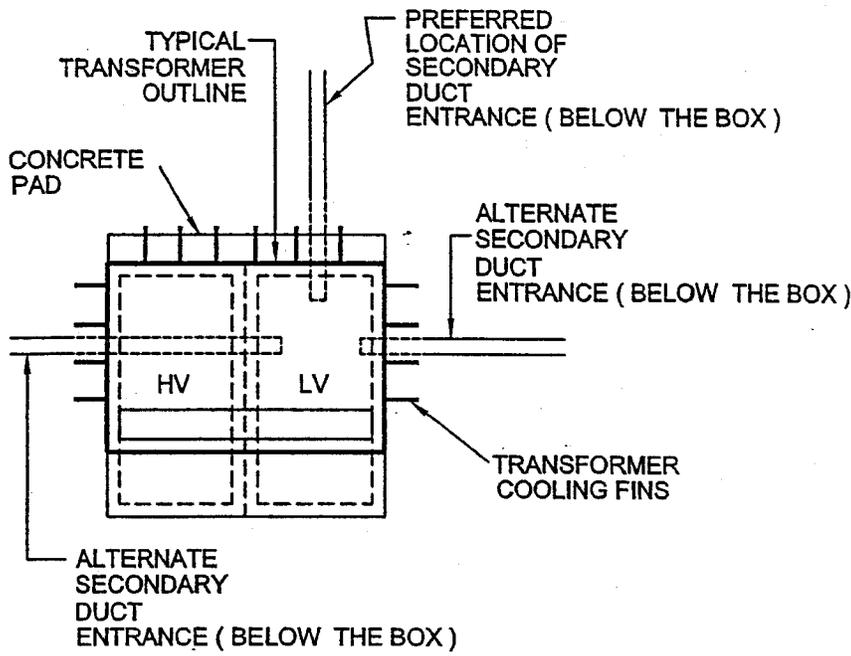


DT007701
 11/26/2008

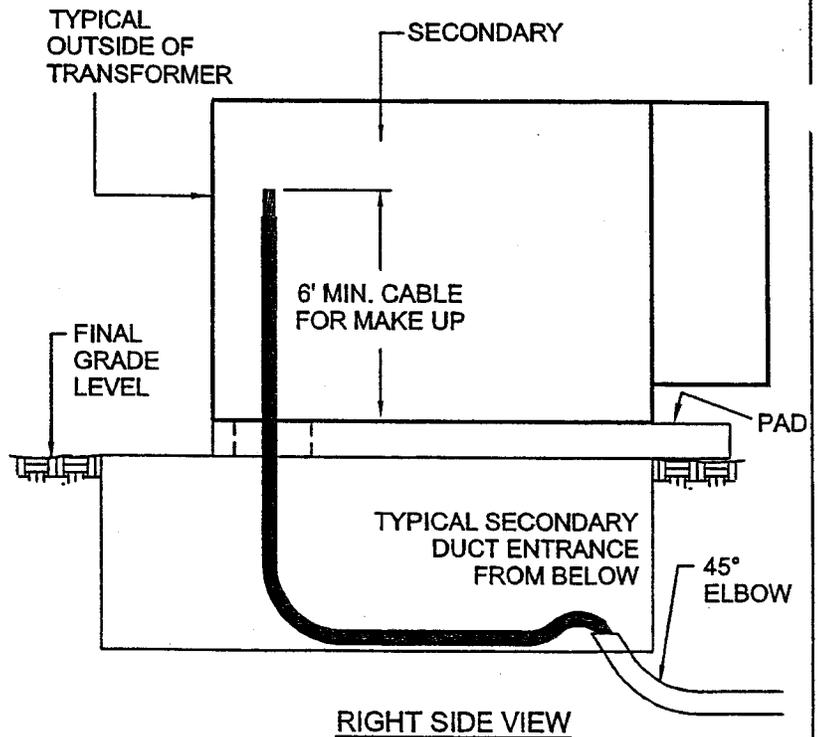
STRUCTURAL

Customer: CITY-PARKS
 Customer Phone: 915-474-3215

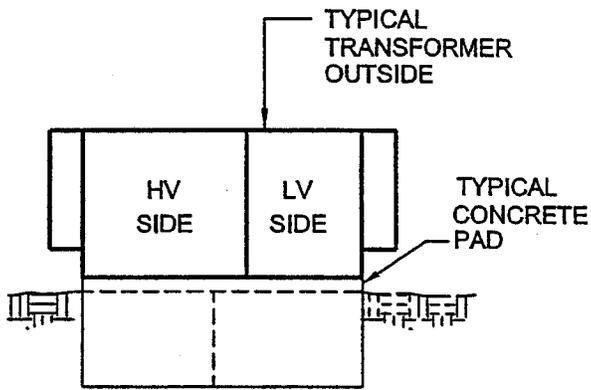
EXHIBIT A



TOP VIEW



RIGHT SIDE VIEW



FRONT VIEW

EXHIBIT B

TYPICAL CUSTOMER SECONDARY CABLE LENGTH
PADMOUNT TRANSFORMERS

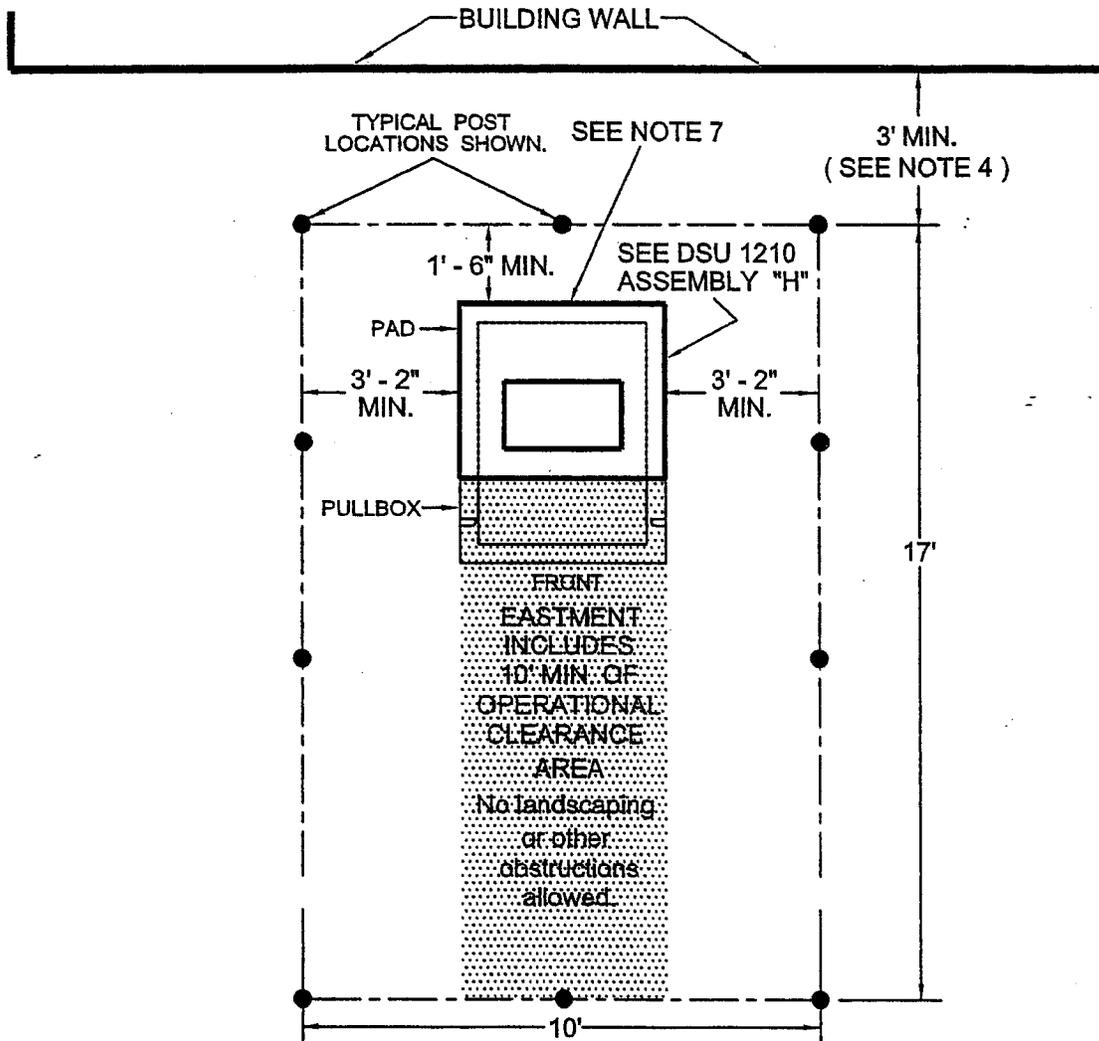
ORIG. DATE: 01/15/76
REV. DATE: 06/19/02

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.



● CONCRETE FILLED POSTS
 [Dotted Area] OPERATIONAL CLEARANCE AREA
 [Dashed Line] RIGHT - OF - WAY

EXHIBIT C

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS FOR 1 Ø PADMOUNT TRANSFORMERS 25 - 250 KVA

ORIG. DATE: 10/01/76
 REV. DATE: 06/18/06

EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 525
 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 "H" FOR 1Ø 25 - 250 KVA 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 10' X 17' IS REQUIRED.
- 7 SERVICE ENTRANCE SHALL BE THROUGH THE BACK OR REAR OF PULLBOX.
- 8 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.