

**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:** 8

**SUBJECT:**

That the City Manager be authorized to sign an agreement for electric service and an agreement granting a switch, transformer and underground electrical easement to the El Paso Electric Company for the purpose of providing electrical service to 601 South Santa Fe Street, El Paso, Texas. Said property being more particularly described as Blocks 99, 120, 121, vacated portion of Chihuahua Street and vacated alley of Block 121 of Campbell Addition, El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

This will grant an easement to supply electrical service to the Sun Metro Transit Terminal located at 601 South Santa Fe Street.

**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 a switch, transformer and underground electrical easement to the El Paso Electric Company for the purpose of providing electrical service to 601 South Santa Fe Street, El Paso, Texas. Said property being more particularly described as Blocks 99, 120, 121, vacated portion of Chihuahua Street and vacated alley of Block 121 of Campbell Addition, 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 Shoosmith  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

THE STATE OF TEXAS § PM 3:02

COUNTY OF EL PASO § SWITCH, TRANSFORMER AND UNDERGROUND 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 surface transformers (conventional or pad mount) and switches as shown on Exhibit "A", and an underground electric system consisting of 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 the following described premises in El Paso County, Texas, to wit:

A portion of Block 99, 120 and 121, the closed portion of Chihuahua Street and the closed portion of Block 121 Campbell Addition, 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 or obstruct access on, over or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's 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.

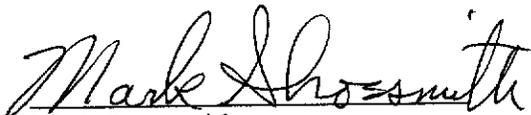
CITY CLERK DEPT.  
09 JUN -8 PM 3:02

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. Alan 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 \_\_\_\_\_, 2009  
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

**APPROVED AS TO FORM** 5-26-09  
**OFFICE OF THE GENERAL COUNSEL** SEP

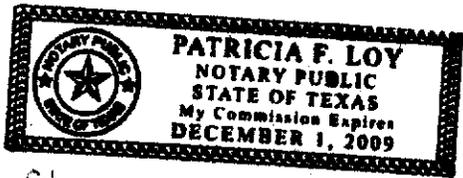
By:   
Printed Name: H. Wayne Sora

Title: Director

ACKNOWLEDGMENT

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

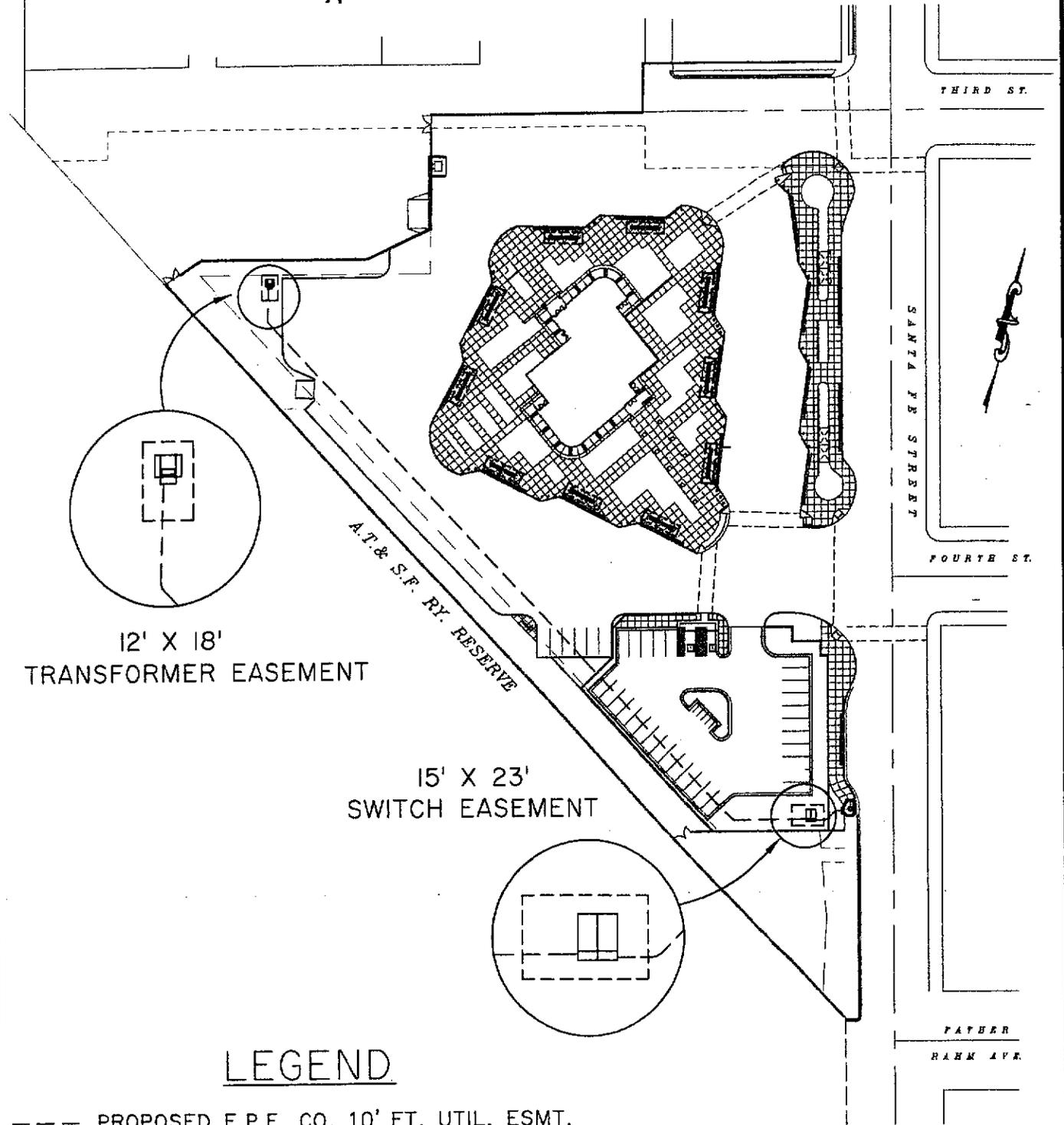
This instrument was acknowledged before me on the 1st day of June, 2009  
by H. Wayne Soza as Director of El Paso Electric Company, on behalf of the  
El Paso Electric Company, a Texas corporation.



Patricia F. Loy  
Notary Public, State of Texas

CITY CLERK DEPT.  
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EXHIBIT  
"A"

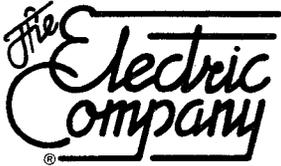


LEGEND

- PROPOSED E.P.E. CO. 10' FT. UTIL. ESMT.
-  PROPOSED E.P.E. CO. 15' X 23' UTIL. SWITCH EASEMENT.
-  PROPOSED E.P.E. CO. 12' X 18' UTIL. TRANSFORMER EASEMENT.

PROPOSED EASEMENT IN A PORTION OF BLOCK 99, 120 AND 121, CLOSED PORTION OF CHIHUAHUA ST. AND CLOSED ALLEY WAY OF BLOCK 121 CAMPBELL ADDITION, EL PASO COUNTY TEXAS	
EL PASO ELECTRIC CO. R.O.W.	
DATE	03/13/09
SCALE	NONE
EST. NO.	DT008343

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



El Paso Electric

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

May 26th, 2009

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

Dear Mr. Vela:

**UNDERGROUND THREE PHASE ELECTRIC SERVICE TO PROPOSED  
DOWNTOWN TRANSIT TERMINAL, LOCATED AT 601 S. SANTA FE,  
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 **Downtown Transit Terminal** located at **601 S. Santa Fe** 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 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 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

1. 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 **120/208 volt, three phase, four wire**. The Company will install a **150 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 **4 four 500 MCM** conductor(s) per phase. If the point of connection is at a Company service enclosure, a maximum number of four (4) 500 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 520**, page 1 of 2 and 2 of 2, 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. 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.
6. 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.
7. 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.

8. 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.
9. The Planner in charge of this project is **Mr. David Gomez** and can be contacted at **543-4141**.
10. Please sign and return the original and one copy of this Agreement.

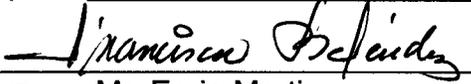
Accepted: City of El Paso

By: 

Title: CITY ENGINEER

Date: 6/4/09

Accepted: El Paso Electric Company

By:   
FOR Mr. Ernie Martinez

FRANCISCO MELENDEZ

Title: Supervisor, Distribution Systems

SUPERVISOR DISTRIBUTION DESIGN

Date: 5/29/09

Agreement with The El Paso Electric Company for underground electric service to 601 S. Santa Fe,  
El Paso, Texas.

THE CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Mark Shoosmith  
Assistant City Attorney  
May 29, 2009



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