

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

DEPARTMENT: Engineering

AGENDA DATE: December 1, 2009

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E. ext. 4423

DISTRICT(S) AFFECTED: 7

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 New Mission Valley Transit Terminal and Visitor's Center, 9051 Alameda Ave., El Paso, Texas. Said property being more particularly described as Tract 20, Block 45, Ysleta Grant, El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The El Paso Electric Company is requesting an easement in order to provide electrical service to the new Mission Valley Transit Terminal Visitor's Center located at 9051 Alameda.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

None

BOARD / COMMISSION ACTION:

None

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

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 New Mission Valley Transit Terminal and Visitor's Center, 9051 Alameda Ave., El Paso, Texas. Said property being more particularly described as Tract 20, Block 45, Ysleta Grant, El Paso, El Paso County, Texas.

ADOPTED THIS _____ DAY OF _____, 2009.

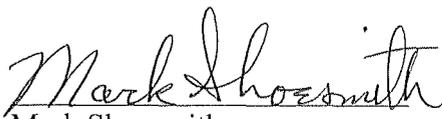
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

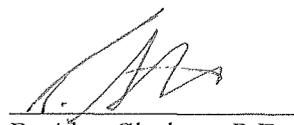
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



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

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.

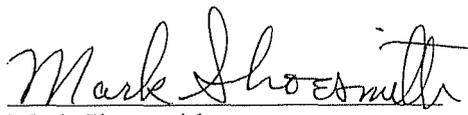
WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

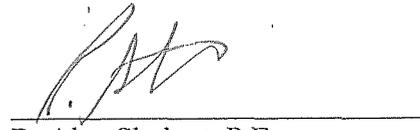
Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mark Shoemith
Assistant City Attorney



R. Alan Shubert, P.E.
City Engineer

ACKNOWLEDGMENT

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

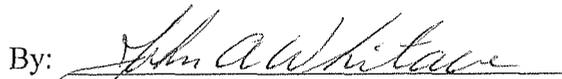
This instrument was acknowledged before me on the _____ day of _____, 2009
by Joyce A. Wilson as City Manager of the City of El Paso.

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 10-30-09
OFFICE OF THE GENERAL COUNSEL SEP

By: 
Printed Name: John A. Whitacre

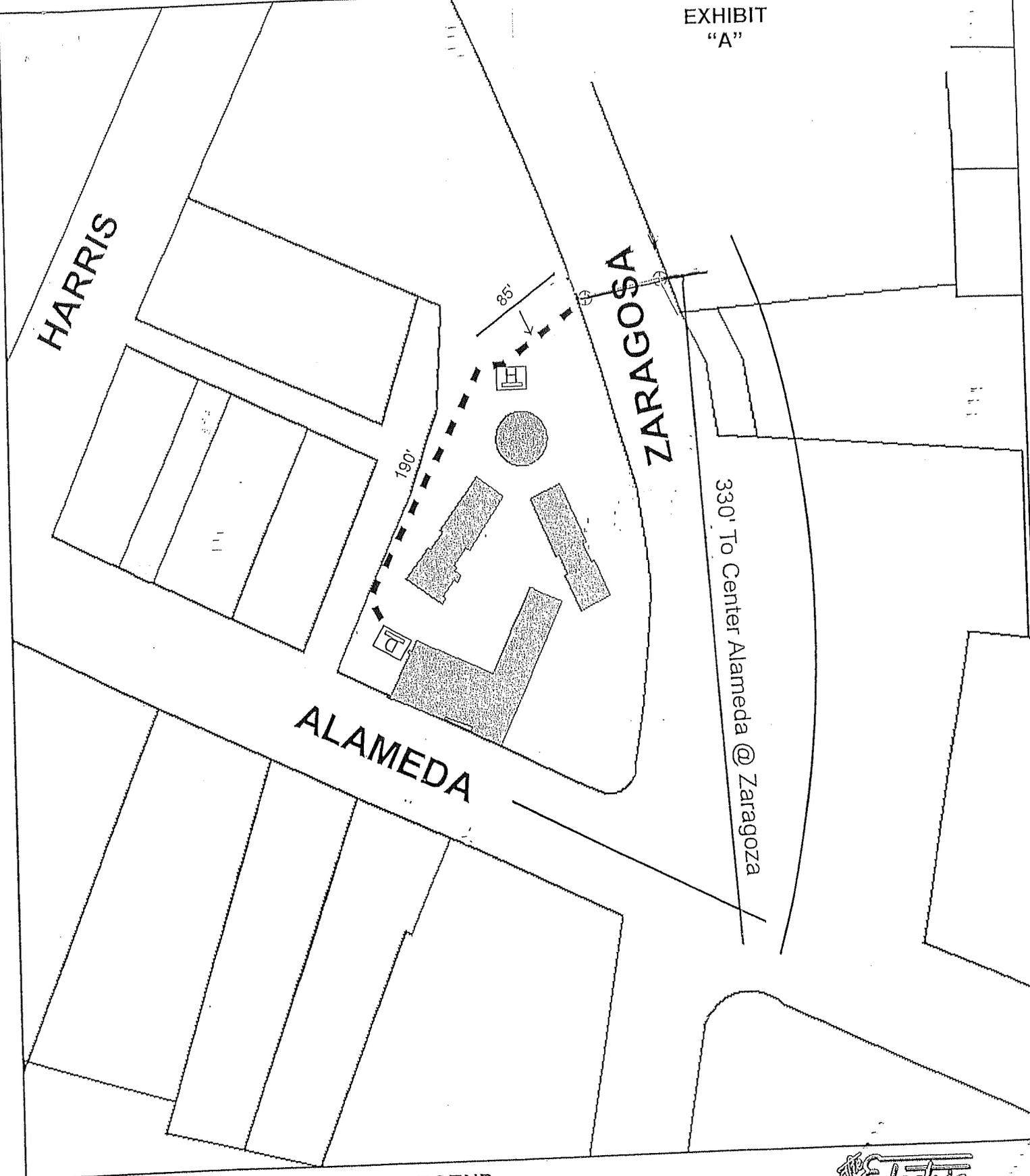
Title: VP-System Operations & Planning

ACKNOWLEDGMENT

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

This instrument was acknowledged before me, on the 5 day of NOVEMBER, 2009
by John A. Whitacre as VP-System Operations & Planning of El Paso Electric Company, on behalf of the
El Paso Electric Company, a Texas corporation.

[Signature]
Notary Public, State of Texas



LEGEND

- PROPOSED EPE CO. (UG) 10 FT. UTIL. ESMNT.
-  PROPOSED 12' X 18' TRANSFORMER ESMNT.
-  PROPOSED 10' X 17' TRANSFORMER ESMNT.

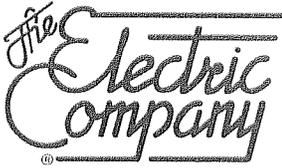


SCALE: NONE
 DATE: 10/16/2009
 W.O. #DT009860

Return to:
 El Paso Electric Co.
 P.O. Box 2000, El Paso, TX 79902



EL PASO ELECTRIC CO. R.C.
 A PORTION OF:
 TRACT 20, BLOCK 45,
 YSLETA GRANT,
 EL PASO COUNTY, TEXAS



El Paso Electric

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

September 24, 2009

Mr. Alan R. Shubert, P.E.
City Engineer
City of El Paso, Texas
#2 Civic Center Plaza-4th Floor
El Paso, Texas 79901-1153

Dear Mr. Shubert:

ELECTRIC SERVICE TO THE NEW MISSION VALLEY TRANSIT TERMINAL AND VISITORS CENTER AT 9051 ALAMEDA AVENUE, 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 **Transit Terminal** located at **9051 Alameda Ave.** 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 **the 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 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 lots or to any other property not reflected on the drawing attached hereto will be negotiated by a separate agreement, if applicable.

III. Type of Service(s)

1. The Company agrees to install, own, operate and maintain the Underground System to serve the location(s) designated on the company drawing. The First Underground System will be **120/240 volt, single (1) phase, three (4) wire**. The Company will install a **100 KVA** padmounted transformer(s), to serve the Customer's electrical load at the first location. The second Underground System to serve the location(s) designated on the company drawing will be **120/208 volt, three (3) phase, four (4) wire**. The Company will install a **75KVA** padmounted transformer(s).
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, 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**, page 1 of 2 and page 2 of 2, and **DSU 520**, page 1 of 2 and page 2 of 2, 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 **Anna Medina** and can be contacted at **543-5055**.

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

Accepted: _____

By: _____

Title: _____

Date: _____

Accepted: EL PASO ELECTRIC COMPANY

By: Frank H. Vejl
Frank H. Vejl

Title: Distribution Design and Delivery Business
Unit Supervisor

Date: 10-29-09

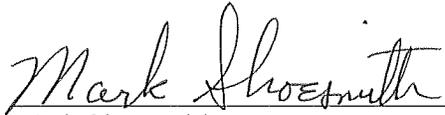
Agreement with The El Paso Electric Company for underground electric service to 9051 Alameda El Paso, Texas.

THE CITY OF EL PASO

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mark Shoemith
Assistant City Attorney
October 26, 2009



R. Alan Shubert, P.E.
City Engineer